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September 18, 2002

Ex Parte

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th H Street, SW, Portals
Washington, DC 20554

*Re: Application by Verizon for Authorization To Provide In-Region, InterLATA
Services in State of Virginia, WC Docket No. 02-214*

Dear Ms. Dortch:

Per the request of the Wireline Competition Bureau staff, Verizon is providing the final interconnection agreement between Verizon Virginia Inc. and Cox Virginia Telcom, Inc. which was submitted on September 3, 2002.

Please let me know if you have any questions. The twenty-page limit does not apply as set forth in DA 02-1857.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann D. Berkowitz".

Attachment

cc: U. Onyeije
B. Olson
G. Remondino

September 3, 2002

By Hand Delivery

Ms. Marlene H. Dortch
Federal Communications Commission
Office of the Secretary
c/o Vistronix, Inc.
236 Massachusetts Avenue, N.E.
Suite 110
Washington, D.C. 20002

Re: Petition of Cox Virginia Telcom, Inc. Pursuant to Section 252(e)(5) of the
Communications Act for Preemption of the Jurisdiction of the Virginia State
Corporation Commission Regarding Interconnection Disputes with Verizon-
Virginia, Inc. and for Arbitration
CC Docket No. 00-249
Submission of Final Interconnection Agreement

Dear Ms. Dortch:

In accordance with paragraph 769 of the Memorandum Opinion and Order, in CC Docket Nos. 00-218, 00-249 and 00-251, released July 17, 2002 by the Wireline Competition Bureau (the "Non-Cost Order"), Verizon Virginia Inc. and Cox Virginia Telcom, Inc. hereby jointly submit a final interconnection agreement.

The parties note that this is a compliance filing and does not affect, and the parties expressly reserve, their respective legal rights (including, but not limited to, appeals and/or reconsideration) as to this proceeding. Upon further order of the Commission, the parties will submit an executed conforming interconnection agreement.

Ms. Marlene H. Dortch
September 3, 2002
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Please do not hesitate to call either of the undersigned with any questions.

Sincerely,

Kelly L. Faglioni
Counsel for Verizon

J.G. Harrington
Counsel for Cox

Enclosure

cc: Jeffrey Dygert, Assistant Bureau Chief, Common Carrier Bureau (8 copies) (By Hand)
With enclosures, via email and FedEx-Next Day:
David Levy, counsel for AT&T
Mark A. Keffer, counsel for AT&T
Jodie L. Kelley, counsel for WorldCom

INTERCONNECTION AGREEMENT

by and between

VERIZON VIRGINIA INC.

and

COX VIRGINIA TELCOM, INC.

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is effective as of the ____ day of _____, 2002 (the "Effective Date"), by and between Verizon Virginia Inc. ("Verizon"), a corporation with offices at 600 East Main Street, Richmond, VA, 23261, and Cox Virginia Telcom, Inc. ("Cox"), a Virginia public service corporation with offices at 225 Clearfield Avenue, Virginia Beach, VA, 23462.

WHEREAS the Parties want to interconnect their networks at mutually agreed upon Points of Interconnection to provide Telephone Exchange Services, Switched Exchange Access Services and other Telecommunications Services (all as defined below) to their respective Customers; and

WHEREAS the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") has specific requirements for Interconnection, unbundled Network Elements and resale service, and the Parties intend that this Agreement meet these requirements; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cox and Verizon hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined herein shall have the meanings set forth in the Act. Where the meanings set forth in this Agreement differ from the meanings set forth in the Act, the meanings set forth in the Act will control.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996) and interpreted in the duly authorized rules, regulations, and orders of the FCC or the Commission.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which complies with ANSI standard T1.413-1998.

1.3 “Agreement” means this Interconnection Agreement, including all Exhibits, Schedules, addenda and attachments referenced herein and/or appended hereto.

1.4 “Ancillary Traffic” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLV/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB and information services requiring special billing.

1.5 “ANI” or “Automatic Number Identification” means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.6 “Applicable Law” means all laws, regulations and orders applicable to each Party’s performance of its obligations hereunder.

1.7 “BFR” or “Bona Fide Request” means the process described in Exhibit B that prescribes the terms and conditions relating to Cox’s request that Verizon provide access to an unbundled Network Element that Verizon does not provide under the other terms of this Agreement.

1.8 “Busy Line Verification” or “BLV” means an operator request for a status check on the line of a called party. The request is made by one Party’s operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.9 “Busy Line Verification and Interrupt” or “BLVI” means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.10 “CCS” or “Common Channel Signaling” means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. “SS7” means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (“CCITT”) and the American National Standards Institute (“ANSI”). Verizon and Cox currently utilize this out-of-band signaling protocol. “CCSAC” or “CCSAS” means the Common Channel Signaling access connection or access service, respectively, which connects one Party’s signaling point of Interconnection (“SPOI”) to the other Party’s Signaling Transfer Point for the exchange of SS7 messages.

1.11 “Central Office” means a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls

over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXXs"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

1.12 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.13 "CLASS Features" means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; and future CCS-based offerings.

1.14 "Collocation" means an arrangement in which the equipment of one Party (the "Collocating Party") is installed and maintained at the Premises of the second Party (the "Housing Party") for the purpose of Interconnection with or access to the unbundled Network Elements of the Housing Party.

1.15 "Commission" means the Virginia State Corporation Commission.

1.16 "CLEC" or "Competitive Local Exchange Carrier" means any Local Exchange Carrier other than Verizon that is operating as such in Verizon's certificated territory in Virginia. Cox is a CLEC.

1.17 "CPN" or "Calling Party Number" is a Common Channel Signaling ("CCS") parameter which identifies the calling party's telephone number.

1.18 "Cross Connection" means a jumper cable or similar connection provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party (see definition of "Collocation").

1.19 "Customer" means a third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties, provided, however, that the term "Customer" does not include a Party except in the case where that Party is a business end-user subscriber to Telephone Exchange Services provided by the other Party.

1.20 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.21 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.22 “Digital Signal Level 1” or “DS1” means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.23 “Digital Signal Level 3” or “DS3” means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.24 “End Office Switch” or “End Office” is a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

1.25 “Entrance Facility” means the facility between a Party’s designated premises and the Central Office serving that designated premises.

1.25a “Extended Local Calling Scope Arrangement” means an arrangement that provides a Customer a local calling scope (Extended Area Service, “EAS”), outside of the Customer’s basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. “Optional Extended Local Calling Scope Arrangement Traffic” is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer’s basic exchange serving area.

1.26 “FCC” means the Federal Communications Commission.

1.26a “FCC Internet Order” means the FCC’s Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (adopted April 18, 2001).

1.27 “FCC Regulations” means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

1.28 “HDSL” or “High-Bit Rate Digital Subscriber Line” means a transmission technology which complies with TA-NWT-001210, Issue 1, Generic Requirements for High-Bit-Rate Digital Subscriber Lines, Telcordia.

1.29 “Independent Telephone Company” or “ITC” means any entity other than Verizon which, with respect to its operations within Virginia, is an Incumbent Local Exchange Carrier.

1.30 “Information Services Traffic” means Reciprocal Compensation Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party’s information services platform (e.g., 976).

1.31 "Inside Wire" or "Inside Wiring" means all Loop plant owned by Verizon on the Customer premises as far as the point of demarcation, as defined in 47 CFR § 68.3, including the Loop plant near the Customer premises. The term "Inside Wire" does not include deregulated inside wire on the end user customer premises, which is wire on the customer side of the Rate Demarcation Point and wire that is not owned by Verizon.

1.32 "Integrated Digital Loop Carrier" or "IDLC" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) loop transmission paths combined into a 1.544 Mbps digital signal.

1.33 "Integrated Services Digital Network" or "ISDN" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

1.34 "ISDL" or "ISDN Digital Subscriber Line" means a transmission technology which uses the ISDN physical layer protocol defined in ANSI standard T1.601, but not the higher layer ISDN protocol standards.

1.35 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

1.36 "Internet Traffic" shall have the same meaning, when used in this Agreement, as the term "ISP-bound traffic" is used in the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 & 99-68, FCC 01-131, released April 27, 2001. Generally speaking, "Internet Traffic" refers to telecommunications traffic delivered to Internet service providers.

1.37 "IP" or "Interconnection Point" means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

1.38 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for BRI-ISDN service.

1.39 [Intentionally omitted.]

1.40 "Loop" means a transmission facility between a distribution frame (or its equivalent) in a Customer's serving Central Office and the Loop demarcation point at that

Customer premises, including inside wire owned by Verizon. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. Where the Loop is Dark Fiber from a distribution frame (or its equivalent) in a Customer's serving Central Office to the Loop demarcation point at that Customer premises, the Loop is provided without electronics. The Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity transmission media. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

1.41 "Main Distribution Frame" or "MDF" means the primary point at which outside plant facilities terminate within a Wire Center, for Interconnection to other Telecommunications facilities within the Wire Center.

1.42 "MECAB" means the Multiple Exchange Carrier Access Billing ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.43 "MECOD" means the Multiple Exchange Carriers Ordering and Design ("MECOD") Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.44 "Meet-Point Billing" or "MPB" means an arrangement whereby two or more LECs jointly provide to a third party (e.g., an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs' End Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs.

1.45 "Meet Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

1.46 "Mid-Span Fiber Meet" means an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed-upon Point of Interconnection ("POI"), limited by technical feasibility and the availability of facilities, utilizing a fiber hand-off and, at the delivering carrier's option, may interface with such carrier's collocated equipment to gain access to unbundled Network Elements.

1.47 “Network Interface Device” or “NID” is defined as any means of interconnection of Customer Premises deregulated inside wire to Verizons distribution plant, such as a cross connect device used for that purpose.

1.48 “North American Numbering Plan” or “NANP” means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.49 “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. There are two general categories of NPAs, “Geographic NPAs” and “Non-Geographic NPAs.” A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code,” is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.50 “NXX,” “NXX Code,” or “End Office Code” means the three digit switch entity indicator (i.e., the first three digits of a seven digit telephone number).

1.51 [Intentionally omitted.]

1.52 [Intentionally omitted.]

1.53 “Port Element” or “Port” means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer’s network address. The Port Element is part of the provision of unbundled local Switching Element.

1.54 “Point of Interconnection” or “POI” means the physical location where the originating Party’s facilities physically interconnect with the terminating Party’s facilities for the purpose of exchanging traffic.

1.55 “RADSL” or “Rate Adaptive Digital Subscriber Line” means a transmission technology which complies with Technical Report No. 59, Single-Carrier Rate Adaptive Digital Subscriber Line (RADSL), Alliance for Telecommunications Industry Solutions.

1.56 “Rate Center Area” or “Exchange Area” means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

1.57 “Rate Center Point” means a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.58 “Rate Demarcation Point” means the point of the property or premises where network access recurring charges and Verizon responsibility stop and beyond which Customer or property owner responsibility begins.

1.59 “Rating Point” or “Routing Point” means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location or a “LEC Consortium Point of Interconnection.” Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (“CLLI”) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center Area.

1.60 “Reciprocal Compensation” means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party’s network and terminating on the other Party’s network (as set forth in subsection 5.7).

1.60a “Reciprocal Compensation Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that other Party’s network, within a given local calling area, or non-optional Extended Local Calling Scope Arrangement (“EAS”) area (such local calling area or non-optional EAS area to be based on the rate center point of the originating and terminating NPA-NXXs), as defined in Verizon’s effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the

Commission. Reciprocal Compensation Traffic does not include any Internet Traffic (as such term is hereinafter defined).

1.61 “SDSL” or “Symmetrical Digital Subscriber Line” means a transmission technology which can be used to transmit high speed symmetrical digital signals at 784 Kbps or less over compatible copper Loops.

1.62 “Service Management System” is defined as a computer database or system not part of the public switched network that, among other things:

(a) Interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and

(b) Provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.

1.63 “Splitterless ADSL” or “Splitterless Asymmetric Digital Subscriber Line” means a transmission technology which complies with ANSI standard T1.419-2000.

1.64 “Subloop” means any portion of the Loop that is technically feasible to access at terminals in Verizon’s outside plant, including Inside Wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface.

1.65 “Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.66 “Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.67 “Switched Exchange Access Service” means the offering of transmission and switching services for the purpose of the origination or termination of Telephone Toll Service Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access, 877 access, 866 access and 900 access.

1.68 “Switching Element” is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a Verizon End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange

Service to its end user Customer(s). The Switching Element is provisioned with a Port Element, which provides Line Side access to the Switching Element.

1.69 “Tandem Switch” or “Tandem Office” or “Tandem” is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office or Tandem Switches and between and among End Office Switches and carriers’ aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

1.70 “Tariff” means any applicable federal or state Tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility or arrangement. A Tariff shall not include Verizon’s “Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services” which may be approved or may be pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

1.71 “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that Party’s network and is not Reciprocal Compensation Traffic, Internet Traffic or Ancillary Traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic,” depending on whether the originating and terminating points are within the same LATA.

1.71a “Traffic Factor 1” means a percentage calculated by dividing the number of minutes of interstate traffic (excluding Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ($\frac{\text{Interstate Traffic Total Minutes of Use (excluding Internet Traffic)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \times 100$). Until the form of a Party’s bills is updated to use the term “Traffic Factor 1,” the term “Traffic Factor 1” may be referred to on the Party’s bills and in billing related communications as “Percent Interstate Usage” or “PIU.”

1.71b “Traffic Factor 2” means a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and - Internet Traffic by the total number of minutes of intrastate traffic. ($\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use}} \times 100$). Until the form of a Party’s bills is updated to use the term “Traffic Factor 2,” the term “Traffic Factor 2” may be referred to on the Party’s bills and in billing related communications as “Percent Local Usage” or “PLU.”

1.72 “Trunk Side” means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g.,

another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.73 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.74 "Wire Center" means a building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the Premises for one or more Central Offices.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Verizon or other third party offerings, guides or practices), statute, regulation, governmental rule or Tariff is to such agreement, instrument, statute, regulation, or governmental rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, governmental rule or Tariff, to any successor provision).

2.2 Each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. Subject to the terms set forth in Section 20 regarding rates and charges, if any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or in such Tariff but not in this Agreement, shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2. The Parties agree to give notice of all proposed Tariff changes, as required by Applicable Law.

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and pricing under which Verizon and Cox will offer and provide to each other within each LATA in which they

operate within Virginia: a) Interconnection and ancillary services for their respective use in providing Telephone Exchange Service; b) resale of local Telecommunications Services; and c) services related to a) and b). This Agreement also sets forth the terms, conditions and pricing under which Verizon will offer and provide to Cox within each LATA in which they operate within Virginia access to unbundled Network Elements. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Commission, and the Parties will refrain from requesting any action to change, suspend or otherwise delay implementation of the Agreement.

3.2 If, during the Term of this Agreement, Cox is classified as a comparable carrier pursuant to Section 251(h)(2) of the Act or as an incumbent local exchange carrier pursuant to Section 251(h)(1) of the Act, then the terms, conditions and pricing under which Cox, in its capacity as a comparable carrier or as an incumbent local exchange carrier, will offer and provide Interconnection, access to unbundled Network Elements and ancillary services to Verizon shall be the same as those under which VERIZON offers and provides Interconnection, access to unbundled Network Elements and ancillary services to Cox in Verizon's capacity as an incumbent local exchange carrier. During the first ninety (90) days after Cox's classification as a comparable carrier or as an incumbent local exchange carrier, Cox may request that the Parties negotiate an amendment to this Agreement regarding the terms; conditions and pricing under which Cox will offer and provide Interconnection, access to unbundled Network Elements and ancillary services to Verizon.

4.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE

4.1 Interconnection Activation

Cox represents that it is providing fully operational service predominantly over its own Telephone Exchange Service facilities to business and residential Customers in Virginia through the IPs listed in the attached Schedule 4.1. Cox and Verizon have set forth in Schedule 4.1 their implementation schedule for their initial IPs through which they intend to provide service. To the extent Verizon or Cox wishes to provide service through IPs in additional LATAs, Verizon and Cox will mutually agree to an implementation schedule for those IPs and amend Schedule 4.1 to reflect that implementation schedule. To that end, the Parties will establish and perform to milestones such as trunking arrangements for Traffic Exchange, timely submission of Access Service Requests, 911 Interconnection establishments, SS7 Certification and arrangements for alternate-billed calls.

4.2 Trunk Types and Interconnection Points

4.2.1 Trunk Types. Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Reciprocal Compensation Traffic, Tandem Transit Traffic, Internet Traffic, translated LEC IntraLATA toll free service access code (e.g. 800/888/877/866) traffic, IntraLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877/866) traffic, between Cox Telephone Exchange Service customers and purchasers of Switched Exchange Access Service via a Verizon Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6;

911/E911 Trunks (one-way) for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7;

At Cox's option, Cox shall configure the following separate and distinct trunk groups:

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7;

At either Parties' option, either Party may order:

BLV/BLVI Trunks for the transmission and routing of terminating BLV/BLVI traffic, in accordance with Section 7;

The Parties may configure other trunk groups as may be requested and agreed to by the Parties

4.2.2 Interconnection Points. Each Party shall establish Interconnection Points ("IPs") at the available locations designated in Schedule 4.1. The mutually agreed-upon IPs on the Cox network from which Cox will provide transport and termination of traffic to its Customers shall be designated as the Cox Interconnection Points ("Cox-IPs"). The mutually agreed-upon IPs on the Verizon network from which Verizon will provide transport and termination of traffic to its Customers shall be designated as the Verizon Interconnection Point(s) ("Verizon-IP(s)"); provided that such Verizon-IP(s) shall be either the Verizon terminating End Office serving the Verizon Customer (for Interconnection where direct trunking to the Verizon End Office is used) or the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer (for Interconnection where direct trunking to the Verizon Tandem is used). Each Party is responsible for delivering its terminating traffic to the other Party's relevant IP.

4.2.2.1 Each Party shall make available at least one designated IP in each LATA in which it has Customers, as designated in Schedule 4.2. Any additional traffic that is not covered in Schedule 4.2 and is not Switched Exchange Access traffic shall be subject to separate negotiations between the Parties, except that either Party may deliver such additional traffic to the other Party for termination as long as the delivering Party pays the receiving Party's then current tariffed Switched Exchange Access rates for terminating such traffic.

4.2.3 Points of Interconnection. As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point, as described in Section 4.2. To the extent the originating Party's Point of Interconnection ("POI") is not located at the terminating Party's relevant IP, the originating Party is responsible for transporting its traffic from its POI to the terminating Party's relevant IP.

4.2.4 The Parties shall configure separate one-way trunk groups for traffic from Cox to Verizon, and for traffic from Verizon to Cox, respectively; however, either Party may at its discretion request that the trunk groups shall be equipped as two-way trunks for testing purposes.

4.3 Physical Architectures

4.3.1 Cox shall have the sole right and discretion to specify any of the following three methods for interconnection at the Verizon-IPs:

- (a) a Physical or Virtual Collocation node Cox established at the Verizon-IP; and/or
- (b) a Physical or Virtual Collocation node established separately at the Verizon-IP by a third party with whom Cox has contracted for such purposes; and/or
- (c) an Entrance Facility and transport (where applicable) leased from Verizon (and any necessary multiplexing), to the Verizon-IP.

4.3.2 Cox shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a Verizon-IP pursuant to Section 13.

4.3.3 Cox may order from Verizon any of the Interconnection methods specified above in accordance with the order intervals, and other terms and conditions,

including without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.4 Verizon shall have the sole right and discretion to specify the following method for Interconnection at any of the Cox-IPs:

(a) an Entrance Facility leased from Cox (and any necessary multiplexing), to the Cox-IP.

4.3.5 Verizon may order from Cox the Interconnection method specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.6 The publication "Bellcore Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by Verizon and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

4.4 Alternative Interconnection Arrangements

4.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this subsection 4.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of its traffic from the POI to the terminating Party's IP at rates set forth in Exhibit A.

4.4.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

4.4.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Internet Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit its utilization for other traffic types and unless and until the Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

4.4.4 Cox and Verizon shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 4.4.2. Cox and Verizon shall exchange appropriate information (e.g., maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.4.5 Cox and Verizon shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

4.5 Interconnection in Additional LATAs

4.5.1 If Cox determines to offer Telephone Exchange Services in any LATA in Virginia not listed in Schedule 4.1 in which Verizon also offers Telephone Exchange Services, Cox shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.5.2 The notice provided in subsection 4.5.1 shall include (a) the Cox IP; (b) the requested Verizon-IP; (c) the initial Rating Point Cox has designated in the new LATA; (d) Cox's intended Interconnection activation date; and (e) a forecast of Cox's trunking requirements conforming to subsection 10.3.

4.5.3 The Parties shall agree upon an addendum to Schedule 4.1 to reflect the schedule applicable to each new LATA requested by Cox; provided, however, that unless agreed by the Parties, the Interconnection activation date in a new LATA shall not be earlier than sixty (60) days after receipt by Verizon of all complete and accurate trunk orders and routing information. Within ten (10) business days of Verizon's receipt of the Cox's notice provided for in subsection 4.5.1, Verizon and Cox shall confirm the Verizon-IP, the Cox-IP and the Interconnection activation date for the new LATA by attaching an addendum to Schedule 4.1.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5 prescribes parameters for Traffic Exchange Trunks used for Interconnection pursuant to Section 4.0

5.2 Trunk Group Connections and Ordering

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-3 or DS-1 level. Subject to agreement of the Parties, higher speed connections may be made, when and where available, in accordance with the Joint Process prescribed in Section 10.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

5.2.3 Unless otherwise mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

5.2.4 In the event the one-way Tandem-routed traffic volume between any two Cox and Verizon Central Office Switches at any time exceeds the CCS busy hour equivalent of three (3) DS-1s for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months, the originating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service parameters set forth in Section 5.5.

5.2.5 Each Party will monitor its trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed the blocking objectives established in subsection 5.5. Each Party agrees to use modular trunk engineering techniques where practical.

5.3 Switching System Hierarchy and Trunking Requirements

For purposes of routing Cox traffic to Verizon, the subtending arrangements between Verizon Tandem Switches and Verizon End Office Switches shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic. For purposes of routing Verizon traffic to Cox, the subtending arrangements between Cox Tandem Switches (or functional equivalent) and Cox End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which Cox maintains for the routing of its own or other carriers' traffic. For purposes of compensation, where Cox's Central Office serves the same geographic area served by a Verizon Tandem, Cox will charge Verizon Cox's Tandem Switch rate for traffic delivered by Verizon to Cox's Central Office switch.

5.4 Signaling

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 17.

5.5 Grades of Service

Traffic Exchange trunk groups provided by either Party for Reciprocal Compensation, Internet, and IntraLATA Toll traffic will be engineered using a design blocking objective of B.01 (Blocking Level B.01 - high-day-network-busy-hour blocking standard). Where Interconnection for Reciprocal Compensation, Internet, and IntraLATA Toll traffic is provided via a Party's Tandem, all final trunk groups between that Party's Tandem switch and its End Office switches will be engineered using a design blocking objective of B.01. Access Toll Connecting trunk groups provided by the Parties for Exchange Access traffic will be engineered using a design blocking objective of B.005 (Blocking Level B.005 - high-day-network-busy-hour blocking standard).

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on at least ninety-five percent (95%) of calls carried over the Traffic Exchange Trunks.

5.6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Reciprocal Compensation Traffic call termination rate, Internet Traffic rate, Intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A, the FCC Internet Order and applicable Tariffs, for which CPN is passed. For any remaining (up

to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic as Reciprocal Compensation Traffic call termination rate, Internet Traffic rate, intrastate Exchange Access rates, intrastate/interstate Tandem or Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A, the FCC Internet Order and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation and Toll Traffic on the same trunk group, the terminating Party shall bill its interstate Switched Exchange Access Service rates for all traffic passed without CPN unless the Parties agree that such other rates should apply to such traffic.

5.6.2 Either Party may classify traffic as either Reciprocal Compensation Traffic/ Internet Traffic or Toll Traffic for billing purposes by using Traffic Factor 1 and Traffic Factor 2, in lieu of CPN information. The Traffic Factor 1 and Traffic Factor 2 applicable upon the Effective Date are specified in Schedule 5.6. Such Traffic Factors may be updated by the originating Party quarterly by written notification. The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be in accordance with Section 5.7.7, below.

5.6.3 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. The total conversation seconds over each individual Traffic Exchange trunk group will be totaled for the entire monthly billing cycle and then rounded to the next whole minute. Measurement of billing minutes for (unqueried) originating toll free service access code (e.g., 800/888/877/866) calls shall be in accordance with applicable Tariffs.

5.7 Reciprocal Compensation and other Inter-carrier Compensation Arrangements

5.7.1 The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and subsection 20.1 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the Cox-IP for traffic delivered by Verizon, and at the Verizon-IP for traffic delivered by Cox. No additional charges shall apply for the termination of such Reciprocal Compensation Traffic delivered to the Verizon-IP or the Cox-IP by the other Party, except as set forth in Exhibit A. When such Reciprocal Compensation Traffic is terminated over the same trunks as IntraLATA Toll Traffic, any port or transport or other applicable access charges related to the delivery of IntraLATA Toll Traffic from the IP to an end user shall be prorated to be applied only to the IntraLATA Toll Traffic. The

designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the originating and terminating NPA-NXXs of the complete end-to-end communication.

5.7.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this subsection 5.7, but instead shall be treated as described or referenced below:

(a) Traffic that (i) is delivered by Verizon to Cox, (ii) originates from and/or terminates to a third party carrier, and (iii) is not switched access traffic shall be treated as Tandem Transit Traffic under Section 7.3.

(b) Traffic that (i) is delivered by Cox to Verizon, (ii) originates from and/or terminates to a third party carrier, and (iii) is not switched access traffic shall be treated as Tandem Transit Traffic under Section 7.3.

(c) Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with subsection 6.3.

(d) No Reciprocal Compensation shall apply to Internet Traffic.

(e) No Reciprocal Compensation shall apply to traffic that is not switched by the terminating Party, such as special access, private line, or any other nonswitched traffic.

(f) Compensation for IntraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Virginia) shall be provided for under a separate arrangement mutually agreed to by the Parties.

(g) Any other traffic not specifically addressed in this subsection 5.7 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic.

5.7.3 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.7.4 The designation of traffic as local or IntraLATA Toll for purposes of compensation shall be based on the horizontal and vertical coordinates associated with the originating and terminating NPA-NXXs of the call, regardless of the carrier(s) involved in carrying any segment of the call.

5.7.5 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

5.7.6 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Virginia in accordance with the terms of a separate IntraLATA Telecommunications Services Settlement Agreement between the Parties, to be executed no later than 90days following the Effective Date of this Agreement.

5.7.7 Compensation for Internet Traffic..

5.7.7.1 [Intentionally omitted.]

5.7.7.2 Rates

(a) For the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for Internet Traffic delivered to the terminating Party's Tandem and/or End Office.

(b) To the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for Internet Traffic delivered to the terminating Party's Tandem and/or End Office.

(c) To the extent that this Agreement remains in effect, beginning on June 14, 2003, and ending on June 13, 2004, the terminating Party will bill the originating Party a rate of \$.0007 per MOU for Internet Traffic delivered to the terminating Party's Tandem and/or End Office.

(d) The FCC Internet Order specifies that, in the event the FCC does not take further action within the final period during which the \$.0007 per MOU rate cap will be applicable to Internet Traffic, that period will be extended until the FCC takes such further action. The Parties agree that the \$.0007 per MOU rate for tandem-routed and/or End Office-routed traffic will continue in effect for Internet Traffic beyond June 13, 2004, if the FCC fails to take such further action by that date, to the extent this Agreement remains in effect during such period.

5.7.7.3 Ratio

(a) The FCC has adopted a rebuttable presumption that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic. Therefore, the combined Internet Traffic and Reciprocal Compensation Traffic shall be separated by applying a ratio factor of 3:1 until such time as either Party successfully rebuts this presumption in a proceeding conducted by a regulatory authority or court of competent jurisdiction. In the event that such a proceeding is instituted, the Parties may exercise their discovery rights pursuant to the Commission's procedures. All such traffic exchanged between the Parties up to a 3:1 ratio of terminating to originating traffic shall be deemed to be Reciprocal Compensation Traffic subject to the Reciprocal Compensation rates shown in Exhibit 1. Except as may be modified by subsection 5.7.7.4 below, the remainder of such traffic, i.e., all minutes exceeding the 3:1 ratio of terminating to originating traffic, shall be deemed to be Internet Traffic subject to the rates established in subsection 5.7.7.2 above. In the event that a regulatory authority or court of competent jurisdiction enters a final order establishing a different ratio factor for the separation of Internet Traffic and Reciprocal Compensation Traffic that is applicable to this Agreement, the Parties agree that such different ratio factor shall be substituted for the 3:1 ratio factor for purposes of implementing this section. Unless such final order specifies a different effective date for the different ratio factor, such substitution should become effective on the effective date of such final order.

(b) Within ninety (90) days of the Effective Date, the Parties will negotiate and execute a memorandum of understanding as to the procedures the Parties will use to implement billing for Reciprocal Compensation Traffic and Internet Traffic in accordance with the terms and conditions of this Agreement and the FCC Internet Order.

5.7.7.4 Cap on Total Internet Traffic Minutes

(a) For Internet Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on Internet Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of Internet Traffic minutes for which the terminating Party was entitled to compensation during the first quarter of 2001, plus a ten percent growth factor. The cap for total Internet Traffic minutes for 2001, expressed on an annualized basis, is calculated by multiplying the first quarter total by four and increasing the result by ten percent.

(b) For Internet Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on Internet Traffic minutes only up to a ceiling equal to the number of Internet Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor. The cap for total Internet Traffic minutes for 2002 is calculated by increasing the cap for total Internet Traffic minutes for 2001 by ten percent.

(c) For Internet Traffic exchanged during the year 2003 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on Internet Traffic minutes up to the year 2002 cap determined in subsection 5.7.7.4(b) above.

(d) The cap will be applied on an annual basis. The terminating Party shall bill the originating Party monthly for all Internet Traffic received until the annual cap is reached, at which point, the terminating Party will cease further billing of Internet Traffic for the remainder of that calendar year.

(e) The minutes of Internet Traffic that exceed the ceiling established for each year shall be exchanged by the Parties on a bill and keep basis, without compensation being paid on such excess minutes by either Party.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between Cox Telephone Exchange Service Customers and Interexchange Carriers (“Access Toll Connecting Trunks”), in any case where Cox elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

6.2 Access Toll Connecting Trunk Group Architecture

6.2.1 If Cox chooses to subtend a Verizon access tandem then Cox’s NPA/NXX must be assigned by Cox to subtend the same Verizon access tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG. Alternative subtending configurations may be agreed upon as part of the Joint Implementation and Grooming Process.

6.2.2 Cox shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Cox’s Customers.

6.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Cox’s Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon Tandem. If Cox collocates at a Verizon access tandem, applicable Tariff rates and charges shall apply for transport and switching.

6.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch Cox utilizes to provide Telephone Exchange Service and Switched Exchange Access to its customers in a given LATA to the Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.

6.3 Meet-Point Billing Arrangements

6.3.1 Cox and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's and Cox's applicable Switched Access Service Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of Cox, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by Verizon. In the event Cox deploys a Tandem Switch for routing other carriers' Switched Exchange Access Service, Cox will promptly notify Verizon and offer Verizon MPB arrangements that are no less favorable than Cox offers to any other carrier.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/Verizon Serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the Verizon access tandems in the LATA, unless otherwise agreed to by the Parties.

6.3.4 Cox and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 Cox and Verizon, or either Party's appointed billing agent, shall implement the "Multiple Bill/Multiple Tariff" method in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff.

6.3.6 The rate elements to be billed by each Party are as set forth in Cox's and Verizon's applicable Tariffs. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/Verizon Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 6.3.15.

6.3.7 Each Party shall comply with the MPB notification process as outlined in the MECAB document. Verizon will provide Cox with all IXC billing information required by the MPB notification process as outlined in the MECAB document, including the billing name, billing address, and Carrier Identification Codes ("CIC"s) of all IXCs that transit Verizon's Tandem(s). Any IXC billing information provided by Verizon to Cox with respect to Meet Point Billing will be used by Cox solely for that purpose.

6.3.8 Verizon shall provide Cox with the Switched Access Detail Usage Data (category 1101XX records, also referred to as "EMR 11-01") records for all applicable calls that have transited Verizon's Access Tandem(s) for termination to Cox switches, via a mutually agreed upon medium, no later than ten (10) business days after the date the usage occurred, at the charges set forth in Exhibit A of the Agreement. At the present time, Verizon offers the option of either (i) magnetic tape; or, subject to applicable Verizon operations standards, (ii) Network Data Mover (also referred to as "NDM"), for provision of Switched Access Detail Usage Data to Cox.

6.3.9 Cox shall provide Verizon with the Switched Access Summary Usage Data (category 1150XX records, also referred to as "EMR 11-50") on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly, at the charges set forth in Exhibit A of this Agreement.

6.3.10 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 shall be sent to the following addresses:

To Cox: Communications Data Group
 102 S. Duncan Road
 P. O. Box 4036
 Champaign, IL 61824-4036
 Attn: Kris Mitchell
 (888) 234-4443

To Verizon: New York State Access Pool
 C/O ACM
 1309 Main Street
 Rotterden Junction, NY 12150
 Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to subsection 28.10.

6.3.11 Each Party shall coordinate and exchange the billing account reference (“Verizon-R”) and billing account cross reference (“Verizon-CR”) numbers or Operating Company Number (“OCN”), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other R/ Verizon-CR elements change, resulting in a new Verizon-CR number, or if the OCN changes.

6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data, where notification has been provided, both Parties shall cooperate and exercise reasonable commercial efforts to reconstruct the lost data. If such lost data cannot be reconstructed, the responsible Party agrees to provide the other Party a reasonable estimate of the lost usage, and the other Party agrees that its acceptance of such reasonable estimate shall not be unreasonably withheld.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party’s consent, which consent shall not be unreasonably withheld.

6.3.14 Nothing contained in this subsection 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff, subject to the limitations on liability set forth in this Agreement).

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877/866) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future. In the event Cox determines to offer Telephone Exchange Services in another LATA in Virginia in which Verizon operates a Tandem Switch, Verizon shall permit and enable Cox to subtenant the Verizon Tandem Switch(es) designated for the Verizon End Offices in the area where the Cox Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{Cox Billing Percentage}$$

and

$$b / (a + b) = \text{Verizon Billing Percentage}$$

where:

a = the airline mileage between the Routing Point (Cox switch) and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon serving Wire Center (Verizon tandem switch) and the actual point of interconnection for the MPB arrangement.

6.3.16 Cox shall inform Verizon of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 4.5.1. Within ten (10) business days of Cox's delivery of notice to Verizon, Verizon and Cox shall confirm the new Routing Point/Verizon Serving Wire Center combination and billing percentages.

6.4 Toll Free Service Access Code (e.g., 800/888/877/866) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877/866) calls to the other Party for completion.

6.4.1 When Cox delivers translated toll free service access code (e.g., 800/888/877/866) calls to Verizon for completion

(a) to an IXC, Cox shall:

(i) If requested, provide an MPB record in an industry standard format to Verizon; and

(ii) Bill the IXC the appropriate Cox query charge associated with the call.

(b) as an IntraLATA call to Verizon or another LEC in the LATA, Cox shall:

(i) If requested, provide a copy record in an industry standard format to Verizon or the terminating LEC; and

(ii) Submit the call records to ITORP for payment by Verizon or the LEC that is the toll free service access code (e.g., 800/888/877/866) service provider of Cox's and any intermediate LECs applicable Tariffed Exchange Access or local call termination charges and query charges.

6.4.2 When Verizon delivers translated toll free service access code (e.g., 800/888/877/866) calls originated by Verizon's or another LEC's Customers to Cox for completion

(a) to Cox in its capacity as an IXC, Verizon shall:

(i) Bill Cox the appropriate Verizon query charge associated with the call; and

(ii) Bill Cox the appropriate Feature Group D (“FGD”) Exchange Access charges associated with the call.

(b) of an IntraLATA call to Cox in its capacity as a LEC,

(i) the originating LEC shall submit the appropriate call records to Verizon for processing under the IntraLATA Toll Originating Responsibility Plan (“ITORP”) for payment by Cox of Verizon’s (and another LEC’s, if appropriate) applicable Tariffed Exchange Access or local call termination charges; and

(ii) Cox shall pay the originating LEC’s appropriate query charge associated with the call.

6.4.3 The settlement of all IntraLATA toll free service access code (e.g., 800/888/877/866) calls exchanged pursuant to this subsection 6.4 shall be in accordance with the terms of a separate IntraLATA Telecommunications Services Settlement Agreement between the Parties, which will be executed no later than 90days following the Effective Date of this Agreement.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

The following provisions shall apply only to Cox-originated Information Services Traffic directed to an Information Services platform connected to Verizon’s network, should Cox elect to deliver such traffic to Verizon. At such time as Cox connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for Verizon-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is circuit switched voice traffic, delivered to information service providers who offer recorded announcement information or open discussion information programs to the general public. Information Services Traffic does not include Internet Traffic.

7.1.1 Cox shall have the option to route Information Services Traffic that originates on its own network to the appropriate Information Services platform(s) connected to Verizon’s network. In the event Cox exercises such option, Cox will establish a dedicated trunk group to the Verizon information services serving switch.

This trunk group will be utilized to allow Cox to route Information Service Traffic originated on its network to Verizon.

7.1.2 Cox shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to Verizon.

7.1.3 Verizon shall provide to Cox via electronic file transfer or magnetic tape or other means as available all necessary information to rate the Information Services Traffic to Cox's Customers pursuant to Verizon's agreements with each information services provider. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual information services providers.

7.1.4 Cox shall bill and collect such information services provider charges and remit the amounts collected to Verizon less:

(a) The Information Services Billing and Collection fee set forth in Exhibit A; and

(b) An uncollectibles reserve calculated based on the uncollectibles reserve in Verizon's billing and collection agreement with the applicable information services provider; and

(c) Customer adjustments provided by Cox.

Cox shall provide to Verizon sufficient information regarding uncollectibles and Customer adjustments to allow Verizon to pass through the adjustments to the information services provider, and Verizon shall pass through such adjustments. However, if the information services provider disputes such adjustments and refuses to accept such adjustments, Cox shall reimburse Verizon for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between Cox and the information services provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering, or obviate either Party's obligations, if any, under Applicable Law to offer, to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic or from establishing such blocking as the default and requiring that such Customers make an affirmative request to remove the blocking.

7.1.6 To the extent either Party offers variable rated (e.g., 976, 554, and/or 915, as applicable) information services, the Parties may agree to separate arrangements for the billing and compensation of such services.

7.1.7 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

7.2 BLV/BLVI Traffic

7.2.1 If Party A decides or is required by a regulatory body of competent jurisdiction to offer BLV and BLVI services to enable its Customers to verify and/or interrupt calls of Party B's Customers, Party B shall accept and respond to BLV and BLVI requests from the operator bureau of Party A. Each Party shall compensate the other Party for BLV and BLVI inquiries in accordance with the other Party's Tariffed rates as may be agreed to by the Parties.

7.2.2 The Party B operator shall only verify the status of the line (BLV) or interrupt the line to inform the called party that there is a call waiting (BLVI). The Party B operator will not complete the telephone call of the Customer initiating the BLV/BLVI request. The Party B operator will only make one BLV/BLVI attempt per Customer operator bureau telephone call, and the applicable charges apply whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI traffic between the Parties' networks.

7.2.4 Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services Tandem Office or other mutually agreed point in the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4, consistent with the Joint Implementation and Grooming Process. Party A shall output the appropriate NPA, ATC Code, and Routing Code (operator code) to Party B.

7.3 [Intentionally Omitted.]

7.4 911/E911 Arrangements

7.4.1 Cox may, at its option, interconnect to the Verizon 911/E911 selective routers or 911 Tandem Offices, as appropriate, that serve the areas in which Cox provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP") and related databases. In such situations, Verizon will provide Cox with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, Cox and Verizon will negotiate arrangements to connect Cox to the 911 service.

7.4.2 Path and route diverse Interconnections for 911/E911 shall be made at the Cox-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by Applicable Law.

7.4.3 Within thirty (30) days of its receipt of a request from Cox and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Cox with the following at no charge:

(a) a file on diskette or other mutually agreed upon medium containing the Master Street Address Guide ("MSAG") for each jurisdiction that has an MSAG within the LATA(s) specified in this Agreement, which MSAG shall be updated no more frequently than monthly and a complete copy of which shall be made available on an annual basis;

(b) a list of the address, CLLI code, and an associated NXX of each 911/E911 selective router or 911 Tandem Office(s) in the area in which Cox plans to offer Telephone Exchange Service;

(c) a list of the address, CLLI code, associated NXX, contact name and phone number of each Public Safety Answering Point ("PSAP") in each county in the area in which Cox plans to offer Telephone Exchange Service;

(d) a list of Verizon personnel who currently have responsibility for each county's 911 requirements;

(e) if available, the ten-digit subscriber number for both the administrative office and the public safety answering position for each PSAP and the "main" PSAP that subtends each Verizon 911/E911 selective router or 911 Tandem Office to which Cox is interconnected for the transfer of "0-" calls to the PSAP;

(f) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office;

(g) an electronic interface, when available, through which Cox shall input and provide a daily update of 911/E911 database information related to appropriate Cox Customers, as well as to directly view Cox information in the E911 database. Until such time as an electronic interface is available, Cox shall provide Verizon with all appropriate 911 information such as name, address, and telephone number in writing for Verizon's entry into the 911 database system. Any 911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911-related data exchanged electronically shall conform to the National Emergency Number Association standards;

(h) return of any Cox E911 data entry files containing errors, so that Cox may ensure the accuracy of the Customer records;

(i) a Design Layout Record ("DLR") of a 911 (CAMA) trunk, if applicable; and

(j) updates of the 911 database within 48-hours of receipt of such information from Cox.

7.4.4 Verizon and Cox will facilitate the prompt, robust, reliable and efficient Interconnection of Cox systems to the 911/E911 platforms.

7.4.5 Verizon and Cox will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.4.6 The Parties acknowledge the objective of including the five-character Telephone Company Identification ("TCI") of the company that provides service to the calling line as part of the ALI display where local jurisdictions request that it be displayed.

7.4.7 Cox will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A.

7.4.8 Cox and Verizon will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in Virginia.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to

establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Cox shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon, in all areas where Verizon and Cox service areas overlap, and Cox shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP, or per Commission or FCC order.

8.4 Cox will also designate a Routing Point for each assigned NXX code. Cox shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain Cox's choices regarding the size of the local calling area(s) that Cox may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, Verizon's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. Cox and Verizon will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

9.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

9.3 Repeated or Willful Interference or Impairment

9.3.1 Except as otherwise provided in subsection 9.3.3 or 9.3.4, if Party A reasonably determines that the characteristics, facility or service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment, provided however, that the degree of interruption or suspension must be proportionate to the harm to be avoided, subject to the following:

(a) Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

(b) In emergency situations, Party A shall immediately contact Party B to give notice of the actual interference or impairment, and the need to immediately correct the condition.

9.3.2 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B unless such interruption is found to be unreasonable or without justification, or unless Party A's tariffs provide for such compensation.

9.3.3 The Parties will use the following procedures to resolve any significant degradation of services caused by Cox's deployment of advanced services, unless other procedures are permitted by Applicable Law: Where Verizon claims that Cox's deployed advanced service is significantly degrading the performance of other advanced services or traditional voiceband services, Verizon will notify Cox and allow Cox a reasonable opportunity to correct the problem. Where the degradation remains unresolved by Cox after a reasonable opportunity to correct the problem, Verizon may establish before the Commission that Cox's particular technology deployment is causing the significant degradation. If Verizon demonstrates to the Commission that Cox's deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Cox shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow its standard procedures for isolating and clearing the outage or trouble. Cox and Verizon may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR

10.1 Joint Network Implementation and Grooming Process

Upon the request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia,

(a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(c) disaster recovery provision escalations;

(d) additional technically feasible IP(s) in a LATA as provided in section 4.2.3 above; and

(e) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this subsection 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 hereof.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

10.3 Forecasting Requirements for Trunk Provisioning

10.3.1 The Parties will develop joint non-binding forecasting of trunk groups in accordance with this Section 10.3. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:

- (a) yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and
- (b) the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.

10.3.2 Descriptions of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 10.3.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. Cox shall notify Verizon promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

10.3.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

10.3.4 At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous twelve (12) months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 10.1. When a condition of excess capacity is identified, Verizon will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with Cox for possible network efficiency adjustment.

10.3.5 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than three (3) months in advance of changes that either Party reasonably believes would have a materially adverse effect on either Party's provision of services.

10.4 Demand Management Forecasts

Cox will furnish Verizon with good faith demand management forecasts including but not limited to: unbundled Network Elements, collocation and resale products. Such forecasts will describe Cox's expected needs for service volumes, and timeframes for service deployment, by Wire Center. Cox agrees to provide such forecasts to Verizon thirty (30) days following the Effective Date, with updates to follow every six months thereafter. Verizon agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4.

10.5 Confidentiality of Forecasts

The Parties agree to treat forecasting information as Proprietary Information under the applicable terms of this Agreement. Verizon and Cox shall ensure that forecasting information will not be provided to either of their retail marketing groups. Neither Party's retail marketing group shall use, view or be informed about the other Party's forecasting information. The Parties agree that forecast information shall be provided only to those personnel who have a need to know.

10.6 Trunk Administration. For Traffic Exchange Trunk groups, Cox will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from Cox to Verizon; and Verizon will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from Verizon to Cox. Cox will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Cox to Verizon. Verizon will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Verizon to Cox. When Cox is aware of unusual events affecting the volume of traffic and required trunks in either direction (e.g., Cox signs up a new

Information Services Provider), Cox will contact Verizon to plan and implement (if necessary) new trunk groups and trunk group additions.

11.0 UNBUNDLED ACCESS

11.1 In accordance with, but only to the extent required by, Applicable Law, and pursuant to, and in accordance with the terms, conditions and provisions of this Agreement, Verizon shall offer to Cox nondiscriminatory access to Network Elements as set forth in this Section 11 on an unbundled basis at any technically feasible point.

11.1.1 Nothing contained in this Agreement shall be deemed to constitute agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Cox on an unbundled basis. Nothing contained in this Agreement shall limit Verizon's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority relating to or pertaining to Verizon's obligations under this Agreement or Applicable Law.

11.1.2 To the extent that Verizon is required by a change in Applicable Law to provide a Network Element on an unbundled basis to Cox, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). Notwithstanding the foregoing, the Parties will, upon written request, negotiate in good faith an amendment to this Agreement that includes additional terms and conditions for the Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms and conditions for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law. In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a Network Element to Cox, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Agreement. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Agreement and Applicable Law governing the provision of a Network Element, prior to Verizon's provision of such Network Element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to this Agreement so that the

Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

11.1.3 Verizon shall be required to provide a Network Element on an unbundled basis only where necessary facilities are available *provided, however*, that this Section 11.1.3 shall not modify Verizon's obligation under Section 11.9.2 of this Agreement to provide Cox with access to unbundled loops where integrated digital loop carrier technology or similar remote concentration devices are present, in accordance with, but only to the extent required by, Applicable Law.

11.1.4 In accordance with, but only to the extent required by Applicable Law, Verizon will not separate Network Elements ordered by Cox that are already combined in Verizon's network, unless Cox requests that Verizon separate the Network Elements.

11.2 Verizon's Provision of Network Elements

Subject to Section 11.1, Verizon shall provide Cox access to the following:

11.2.1 Loops, as set forth in subsection 11.3;

11.2.2 Network Interface Device, as set forth in subsection 11.4;

11.2.3 Switching Elements, as set forth in subsection 11.5 and Schedule 11.5;

11.2.4 Interoffice Transmission Facilities, as set forth in subsection 11.6;

11.2.5 Signaling Links and Call-Related Databases, as set forth in subsection 11.8 and Section 17;

11.2.6 Operations Support Systems, as set forth in subsection 11.7 and Schedule 11.7;

11.2.7 such other Network Elements in accordance with subsection 11.10 and Exhibit B below.

11.3 Loops

Subject to Section 11.1 and subsection 11.9, Verizon shall allow Cox to access the following Loop types (in addition to those Loops available under applicable Tariffs)

unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 11, and Applicable Law.

11.3.1 “2-Wire Analog Voice Grade Loop” or “Analog 2W” provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Verizon TR-72565. If “Customer-Specified Signaling” is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. The service is more fully described in Verizon TR-72570.

11.3.2 “4-Wire Analog Voice Grade Loop” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Verizon TR-72570.

11.3.3 “2-Wire ISDN Digital Grade Loop” or “BRI ISDN” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps ISDN services in accordance with T1.601.

11.3.4 “2-Wire ADSL-Compatible Loop” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of ADSL, Splitterless ADSL, or RADSL signals that meet the requirements in T1.413, T1.419, or T1 Technical Report No. 59, respectively. In addition, ADSL-Compatible Loops will be available only where existing copper facilities are non-loaded and the length plus bridged tap is less than 12,000 feet in the case of ADSL-C Loops or less than 18,000 feet in the case of ADSL-R Loops.

11.3.5 “2-Wire HDSL-Compatible Loop” or “HDSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities meet Verizon’s specifications or, where available, applicable industry standards.

11.3.6 “4-Wire HDSL-Compatible Loop” or “HDSL 4W” provides a channel with 4-wire interfaces at each end. Each 2-wire channel is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities meet Verizon’s specifications or, where available, applicable industry standards.

11.3.7 “4-Wire DS1-compatible Loop” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available where existing facilities meet applicable industry standards, as more fully described in Verizon TR-72575.

11.3.8 “Digital Designed Loops” are comprised of designed loops that meet specific Cox requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, or BRI ISDN (Premium) Loops. “Digital Designed Loops” may include requests for:

(A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap, for use with technologies conforming to DSL Class 1 criteria;

(B) a 2W ADSL-R Loop of 12k to 18k ft. with an option to remove bridged tap;

(C) a 2W ADSL-C Loop of less than 12k ft. with an option to remove bridged tap;

(D) a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;

(E) a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

(F) a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

11.3.8.1 Verizon shall make Digital Designed Loops available to Cox at the rates as set forth in Exhibit A. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect. If the Commission should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made effective by the Commission shall supersede those shown in Exhibit A upon the effective date of such rates and/or rate structures.

11.3.8.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.3.8.2, Items A-F):

(A) Cox shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of

service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(B) Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL and HDSL signals. The results of this survey will be stored in a mechanized database and made available to Cox as the process is completed in each Central Office. Cox must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL or HDSL Loop. Charges for mechanized loop qualification information are set forth in Exhibit A. Cox may use prequalified Loops to offer SDSL or IDSL services, but neither Verizon's prequalification process nor its current Loop offerings are designed to ensure compatibility with such services or any services other than those set forth in the Loop descriptions set forth above.

(C) If the Loop is served out of a Central Office that has not been prequalified on a mechanized basis, Cox must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, or BRI ISDN Loop. The manual loop qualification provides information on the loop length (including bridged taps) measured through a mechanized loop test, the presence or absence of load coils and the presence or absence of digital loop carrier. The rates for manual loop qualification are set forth in Exhibit A. In general, Verizon will complete a manual loop qualification request within three business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.

(D) If the mechanized loop qualification database indicates that a Loop does not qualify (*e.g.*, because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Cox may request a manual loop qualification, as described in paragraph C, to determine whether the result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

(E) If Cox submits a service order for an ADSL, HDSL, or BRI ISDN Loop that has not been prequalified on either a mechanized or manual basis, Verizon will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If Cox submits a service order for an ADSL, HDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond back to Cox with a "Nonqualified" indicator.

(F) Where Cox has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable

service or, if Cox is already aware of the conditioning required (*e.g.*, where Cox has previously requested a manual loop qualification), Cox may submit a service order for a Digital Designed Loop. The Engineering Query provides information on the physical loop length; the number and location of load coils; the length and location of bridge taps; the gauge of the wire, the gauge changes and their associated locations; and the locations of digital loop carrier. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.3.8 upon receipt of Cox's valid, accurate and pre-qualified service order for a Digital Designed Loop.

11.3.8.3 Cox acknowledges that Digital Designed Loops are currently being rolled out throughout Verizon's service territory, including areas where Verizon may not have a retail service that utilizes comparable Loop facilities. As a result, it is possible that provisioning intervals for Digital Designed Loops may not be at optimal levels during the early stages of this roll out. The Parties will make reasonable efforts to coordinate their respective roles in the early phases of the roll out in order to minimize provisioning problems. In general, where Cox orders a Digital Designed Loop and requests Loop conditioning and/or Loop extensions, an interval of eighteen (18) business days will be required by Verizon to complete the Loop analysis and the necessary work involved in conditioning and/or extending the Loop as follows:

(A) Three (3) business days will be required following receipt of Cox's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

(B) After Verizon has analyzed the loop and related plant records and created an Engineering Work Order, Verizon perform the Loop conditioning and Loop extension activities requested by Cox. Loop conditioning and Loop extension activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.

After the engineering, Loop conditioning and Loop extension activities described in this Section 11.3.8.3 have been completed, Verizon will provision and install the Digital Designed Loop, subject to Verizon's Loop provisioning intervals.

11.3.8.4 If Cox requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If Cox cancels the request for conditioning after a Loop analysis has been completed but prior to the commencement of Loop conditioning or Loop extension activities, Cox shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If Cox cancels the request for conditioning after the Loop analysis has been completed and after Loop conditioning or Loop extension activities have been started or completed, Cox shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the Loop conditioning and Loop extension activities performed as set forth in Exhibit A.

11.3.9 Loops will be offered on the terms and conditions specified herein and on such other terms in applicable Tariffs that are not inconsistent with the terms and conditions set forth herein. Verizon shall make Loops available to Cox at the rates specified in Exhibit A, subject to the provisions of subsection 11.14 below.

11.3.10 Verizon will make Analog 2-Wire Loops, BRI ISDN Loops, Analog 4W Loops, and 4-Wire DS-1-compatible Loops available for purchase by Cox at any time after the Effective Date. Verizon will make HDSL 4-Wire, HDSL 2-Wire, and ADSL 2-Wire Loops available to Cox upon request and where such facilities are available or can be made available through pair swaps.

11.3.11 Unless otherwise agreed to in writing by Verizon, Cox shall use any Loop made available by Verizon pursuant to this Agreement only with the specific type of technology for which the type of Loop is intended. Verizon expressly reserves the right to terminate Cox's use of any Verizon-provided Loop, upon notice to Cox if Verizon determines that Cox is in breach of this subsection 11.3.11, and after Cox has been given reasonable opportunity to correct the problem.

11.3.12 If Cox chooses to deploy Loop technology that is different than the specific types of technologies for which the Loops in Section 11.3.1 through 11.3.8 or those Loops available under applicable Tariffs are intended, Cox may submit a Bona Fide Request in accordance with Exhibit B of this Agreement for an unbundled Loop that is compatible with Cox's loop technology. The Bona Fide Request shall include information relative to applicable industry standards, successful deployments, and evaluations that demonstrate compatibility with other loop technologies.

11.3.13 Verizon shall provide nondiscriminatory access to Verizon's spectrum management procedures and policies. Verizon shall conform to the same procedures, policies and guidelines that apply to Cox, and shall not introduce services that significantly degrade services provided to Cox's Customers, provided that Cox is in compliance with the provisions of this Section 11. Verizon is not responsible for any degradation of the services provided to Cox's Customers that is caused by any other carrier.

11.3.14 Sub-Loop

11.3.14.1 Subject to the conditions set forth in Section 11 of this Agreement and upon request, Verizon shall provide Cox with unbundled access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.3.14 and the rates set forth in Exhibit A. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Agreement, Verizon

shall provide Cox with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

11.3.14.2 Cox may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide Cox with access to a drop and NID that, at the time of Cox's request, Verizon is using to provide service to a Customer.

11.3.14.3 Cox may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if Cox is collocated at a remote terminal and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of Cox at such terminal. To obtain access to a Sub-Loop, Cox shall install a COPIC on an easement or Right of Way obtained by Cox within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Cox COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by Cox for any electronics in the COPIC. Cox shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

11.3.14.4 Cox may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Cox, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridge tap, the amount of bridge tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

11.3.14.5 To order access to a Sub-Loop, Cox must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a Cox COPIC. To make such a request, Cox must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which Cox wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of Cox's demand for access to Sub-Loops at the requested FDI. Cox must submit the application fee set forth in Exhibit A attached hereto (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. Cox must submit Sub-Loop Interconnection Applications to:

USLA Project Manager
Verizon
Room 509

125 High Street
Boston, MA 02110
E-mail: Collocation.applications@BellAtlantic.com

11.3.14.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to Cox a work order that describes the work that Verizon must perform to provide such access (a “Sub-Loop Work Order”) and a statement of the cost of such work (a “Sub-Loop Interconnection Cost Statement”).

11.3.14.7 Cox shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of Cox’s receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if Cox breaches its payment obligation under this Section 11.3.14.7. Upon Verizon’s completion of the work that Verizon must perform to provide Cox with access to a Sub-Loop, Verizon shall bill Cox, and Cox shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

11.3.14.8 After Verizon has completed the installation of the interconnecting cable to a Cox COPIC and Cox has paid the full cost of such installation, Cox can request the cross connection of Verizon Sub-Loops to the Cox COPIC. At the same time, Cox shall advise Verizon of the services that Cox plans to provide over the Sub-Loop and request any conditioning of the Sub-Loop. Cox shall run any crosswires within the COPIC and Cox will have assignment responsibility for the pairs in the interconnecting cable.

11.3.14.9 If Cox requests that Verizon reactivate an unused drop and NID, then Cox shall provide dial tone (or its DSL equivalent) on the Cox side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the Cox dial tone or equivalent from the COPIC. If Cox requests that Verizon install a new drop and NID, then Cox shall provide dial tone (or its DSL equivalent) on the Cox side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If Cox requests that Verizon provide Cox with access to a Sub-Loop that, at the time of Cox’s request, Verizon is using to provide service to a Customer, then, after Cox has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the “loop through” approach. On the due date, Cox

shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit Cox's long-term number portability request.

11.3.14.10 Verizon shall not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

11.3.14.11 Verizon shall provide Cox with access to a Sub-Loop in accordance with negotiated intervals.

11.3.14.12 Verizon shall repair and maintain a Sub-Loop at the request of Cox and subject to the rates set forth in Exhibit A. Cox accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) Cox reports to Verizon a Customer trouble, (b) Cox requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then Cox shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cox is not available at the appointed time. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by Verizon. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by Verizon.

11.3.15 House and Riser Cable

11.3.15.1 Subject to the conditions set forth in Section 11 of this Agreement and upon request, Verizon shall provide to Cox access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.3.15 and the rates set forth in Exhibit A. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the Rate Demarcation Point for such facility (or network interface device ("NID") if the NID is located at such Rate Demarcation Point). Verizon shall provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for Cox. Cox may access a House and Riser Cable only at the MPOE for such cable. Notwithstanding anything else set forth in this Agreement, Verizon shall provide Cox with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

11.3.15.2 Cox must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

(i) Cox shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

(ii) If suitable space is available, Cox shall install its terminal block no closer than fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

(iii) Cox's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Cox's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.

(iv) Cox shall identify its terminal block and equipment as a Cox facility.

11.3.15.3 To provide Cox with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for Cox, (c) secure space for Cox in any building, (d) secure access to any portion of a building for Cox or (e) reserve space in any building for Cox.

11.3.15.4 Cox must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to Cox service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to Cox's termination block, and Verizon shall determine how to perform such installation. Cox shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Cox in accordance with Cox's order for such conversion.

11.3.15.5 If a Cox compatible connecting block or spare termination on Cox's connecting block is not available at the time of installation, Verizon shall bill Cox, and Cox shall pay to Verizon, the Not Ready Charge set forth in Exhibit A and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the Special Construction charges set forth in Exhibit A.

11.3.15.6 Verizon shall perform all installation work on Verizon equipment. All Cox equipment connected to a House and Riser Cable shall comply with applicable industry standards.

11.3.15.7 Cox shall be solely responsible for investigating and determining the source of all trouble reports by Cox's Customers. Verizon shall repair a trouble when the cause of the trouble is a Verizon House and Riser Cable. If (a) Cox reports to Verizon a Customer trouble, (b) Cox requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then Cox shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cox is not available at the appointed time. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by Verizon. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by Verizon.

11.3.15.8 Verizon shall advise Cox, upon request and subject to the House and Riser Asset Inquiry Charge set forth in Exhibit A, whether or not Verizon owns House and Riser Cable at a specified address. Verizon shall make reasonable efforts to respond to such inquiries within five (5) business days, subject to, among other things, service conditions at the office responding to the inquiry, the number of requests submitted on any given day and the possibility that a site visit may be required to respond to the inquiry. Verizon shall make publicly available a list of locations where it has sold, no longer owns and, therefore, cannot provide access to House and Riser Cables.

11.3.16 Dark Fiber

11.3.16.1 Notwithstanding anything set forth in this Agreement, subject to the conditions set forth in Section 11.9 and upon request, Verizon shall provide to Cox access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section_11.3.16 and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between a Verizon end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Cox central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When Cox submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Agreement, Verizon shall provide Cox with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

11.3.16.2 Cox may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and Cox may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. Cox may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon Cox's request, Verizon will connect a Dark Fiber Loop to a Cox collocation arrangement in the Verizon end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the POT bay of a Cox collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon, and Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon Cox's request, Verizon will connect a Dark Fiber IOF between two Verizon central offices to Cox collocation arrangements in those offices and will connect a Dark Fiber IOF between a Verizon central office and a Cox central office to a Cox collocation arrangement in the Verizon central office and to the fiber distribution frame in the Cox central office. Verizon shall connect a Dark Fiber IOF to the POT bay of a Cox collocation arrangement and to the fiber distribution frame in a Cox central office by installing appropriate cross connections.

Verizon shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

11.3.16.3 Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities or create splice points to provide Cox with access to Dark Fiber Loops or Dark Fiber IOF. Verizon shall not reserve Dark Fiber Loops or Dark Fiber IOF for Cox, and Verizon shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. Verizon may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. Verizon reserves, and Verizon's execution and delivery of this Agreement shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Cox order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort.

11.3.16.4 Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, Cox shall make a request to Verizon that Verizon review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). If spare facilities are available, Verizon shall notify Cox and provide Cox with an estimate of the mileage of those facilities. Cox cannot order access to spare facilities until Verizon has notified Cox that the facilities are available, and Verizon does not guarantee or warrant that the facilities will be available when Cox submits an order to Verizon for access to the facilities. When it submits an order to Verizon for access to spare facilities that Verizon has previously notified Cox are available, Cox assumes all risk that those facilities will no longer be available.

11.3.16.5 Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Cox the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Cox subject to the agreement of Cox, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Cox acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. Verizon shall provide fiber layout maps to Cox subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two Verizon central offices, a Verizon central office and a Cox central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a dark fiber pair is available and Cox submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order, and Cox assumes all risk that the pair will not be available. Verizon shall perform a field survey subject to a negotiated interval. If Cox submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Cox assumes all risk that the pair will not be compatible with Cox's equipment, including, but not limited to, order cancellation charges.

11.3.16.6 Cox shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of Cox; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Cox's collocation arrangements with any proper

cross connects or other equipment that Cox needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

11.3.16.7 Cox acknowledges that Verizon may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after Cox has obtained access to such dark fiber, and Cox assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. Verizon cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

11.3.16.8 Verizon shall provide Cox with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one LATA;

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF.

11.3.16.9 Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After Cox has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at Cox's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of Cox for such dark fiber.

11.3.16.10 Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of Cox and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by Cox over such dark fiber, any equipment of Cox or anything other than the physical integrity of such dark fiber. Cox shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. Cox acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may

affect the transmission characteristics of such dark fiber. Cox accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) Cox reports to Verizon a Customer trouble, (b) Cox requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities or equipment in whole or in part, then Cox shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cox is not available at the appointed time. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by Verizon. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by Verizon.

11.3.16.11 The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

11.4 Network Interface Device

Subject to Section 11.1 and at the request of Cox, Verizon shall permit Cox to connect Cox's loop to the deregulated inside wire of a Customer's premises through the purchase and use of Verizon's NID in the manner set forth in Schedule 11.4.

11.5 Unbundled Switching Elements

Subject to Section 11.1, Verizon shall make available to Cox the local Switching Element and tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with Applicable Law and as more fully described in Schedule 11.5.

11.6 Interoffice Transmission Facilities

Subject to Section 11.1, Verizon shall provide Cox with dedicated local transport, common local transport in conjunction with unbundled local switching, unbundled interoffice transmission facilities, and other services in accordance with Exhibit A. To the extent Cox purchases unbundled shared transport, Cox shall also be required to purchase unbundled local switching in conjunction with such unbundled shared transport. Interoffice Transmission Facilities include:

11.6.1.1 Dedicated transport, defined as Verizon transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by Verizon or requesting telecommunications carriers, or between switch locations owned by Verizon or requesting telecommunications carriers;

11.6.1.2 Dark fiber transport, defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics;

11.6.1.3 Shared transport, defined as transmission facilities shared by more than one carrier, including Verizon, between End Office Switches, between End Office Switches and Tandem Switches, and between Tandem Switches, in Verizon's network.

11.6.2 To the extent required by Applicable Law, Verizon shall:

11.6.2.1 Provide Cox exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or use the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier.

11.6.2.2 Provide all technically feasible transmission facilities, features, functions and capabilities that Cox could use to provide Telecommunications Services;

11.6.2.3 Permit, to the extent technically feasible, Cox to connect equipment designated by Cox, including but not limited to, Cox's collocated facilities. If Cox desires to connect interoffice facilities to equipment that is not collocated, Cox shall make a Network Element Bona Fide Request to Verizon.

11.6.2.4 Permit, to the extent technically feasible, Cox to obtain the functionality provided by Verizon's digital cross-connect systems in the same manner that Verizon provides such functionality to interexchange carriers.

11.7 Operations Support Systems

Subject to Section 11.1, Verizon shall provide Cox with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with the provisions of Schedule 11.7 as soon as practicable or as required by Applicable Law. Where electronic interfaces are available, Cox shall use such electronic interfaces for access to pre-ordering, ordering, provisioning, maintenance and repair, and billing.

11.8 Signaling Networks and Call-Related Databases

11.8.1 To the extent required by Applicable Law, Verizon shall provide nondiscriminatory access to signaling networks, call-related databases, and service management systems, if any, on an unbundled basis to Cox for the provision of a telecommunications service. Signaling networks include, but are not limited to, signaling links and signaling transfer points.

11.8.2 Where Cox purchases unbundled switching capability from Verizon, Verizon shall provide access from that switch in the same manner in which it obtains such access itself.

11.8.3 Verizon shall provide Cox with access to the Verizon signaling network for each of Cox's switches. This connection shall be made in the same manner as Verizon connects one of its own switches to a signaling transfer point.

11.8.4 Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service.

11.8.5 For purposes of switch query and database response through a signaling network, Verizon shall provide access to its call-related databases, including but not limited to, the Calling Name Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases by means of access at the signaling transfer point linked to the unbundled databases.

11.8.6 Notwithstanding Verizon's general duty to unbundle call-related databases, Verizon shall not be required to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment. Verizon shall not provide Cox, and Cox shall not request from Verizon, access to a proprietary advanced intelligent network service.

11.8.7 Verizon shall allow Cox, where Cox has purchased Verizon's local switching capability, to use Verizon's service control point in the same manner, and via the same signaling links, as Verizon itself.

11.8.8 Verizon shall allow Cox, where Cox has deployed its own switch, and has linked that switch to Verizon's signaling system, to gain access to Verizon's service control point in a manner that allows Cox to provide any call-related database-supported services to Customers served by Cox's switch.

11.8.9 Verizon shall provide Cox with access to call-related databases in a manner that complies with Section 222 of the Act.

11.8.10 Verizon shall provide Cox with the information necessary to enter correctly, or format for entry, the information relevant for input into Verizon's Service Management System.

11.8.11 Verizon shall provide Cox the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, in the same manner that Verizon provides to itself.

11.8.11.1 SCE Training. If Cox chooses to utilize Verizon's AIN service creation environment (SCE) to design, develop, test, and deploy AIN based services, Cox's authorized SCE users shall obtain training from Verizon's authorized AIN training vendor (Telcordia) prior to using the SCE. Training expense shall be the sole responsibility of Cox. Scheduling, applicable charges, and billing for the classes shall be the responsibility solely of Cox and Verizon's training vendor.

11.8.11.2: Use of AIN Switch Triggers. Verizon reserves the right to ensure the integrity of its network by limiting or denying access to certain triggers that could permit messages to be generated having an adverse impact upon another carrier's subscriber on an unbundled line port of a Verizon SSP. To the extent network capabilities are available:

- a) AIN subscriber-based triggers will be provided;
- b) AIN Group-based triggers will be provided;
- c) AIN Office-based (ten digit triggers) will be provided to Cox upon Cox's demonstration of subscriber responsibility (customer ownership) for that ten digit number requested; and
- d) AIN Office-based, Specific Digit String Trigger (three through nine digit triggers) will be explored on an individual case basis. However, due to LNP potential to extract one CLEC subscriber's number from within a group of another CLEC's block of numbers, Verizon cannot ensure the propriety of an individual CLEC's customer data. Therefore, as a general policy, three through nine digit AIN Office-based triggers will not be made available until technology allows partitioning of these Office-based triggers.

11.8.11.3 AIN Service Certification and Testing. In the case where Cox chooses to provide AIN based service to its customers, prior to deployment, such services shall be subject to a certification and testing process in accordance with the procedures and guidelines Verizon uses for its own database applications, as set forth in Verizon's Advanced Intelligent Network Service Creation User Guide and appendices as amended from time to time. Cox shall pay the Verizon charges for such certification and testing as

found in Exhibit A.

11.8.12 Verizon shall provide Cox access to Service Management Systems in a manner that complies with section 222 of the Act.

11.9 Limitations on Unbundled Access

11.9.1 Cox shall access Verizon's unbundled Network Elements via Collocation in accordance with Section 13 at the Verizon Wire Center, where those elements exist or other mutually agreed upon means of Interconnection, and each Loop or Port shall, in the case of Collocation, be delivered to Cox's Collocation by means of a Cross Connection.

11.9.2 Verizon shall provide Cox access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Cox requests one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no additional charge to Cox. If, however, no spare physical Loop is available, Verizon shall within three (3) business days of Cox's request notify Cox of the lack of available facilities. Cox may then at its discretion make a Network Element Bona Fide Request to Verizon to provide the Loop through the demultiplexing of the integrated digitized Loop(s). Cox may also make a Network Element Bona Fide Request for access to Loops at the Loop concentration site point. Alternatively, Cox may choose to avail itself of Verizon's Special Construction services, as set forth in Exhibit A, for the provisioning of such Loop(s). Notwithstanding anything to the contrary in this Agreement, Verizon's standard provisioning intervals shall not apply to Loops provided under this subsection 11.9.2.

11.9.3 If Cox orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics in applicable technical references, Cox may request Verizon to provide distance extensions on such Loops. Verizon will comply with such requests unless the requested extensions are incompatible with the services Cox wishes to provide, or cause degradation of service in Verizon's network. The rates and charges for such loop extensions shall be as set forth in Exhibit A, in Verizon's applicable Tariffs if there is no rate in Exhibit A, or in the absence of either, at a rate to be agreed upon between the Parties.

11.9.4 Verizon will exercise commercially reasonable efforts to ensure that the service intervals that apply to Loops and unbundled Ports are comparable to the (a) repair intervals that apply to the bundled dial tone line service, and (b) installation intervals that apply to other Verizon-coordinated services, except as provided in Section 26. Although Verizon will make commercially reasonable efforts to ensure that Loops and unbundled ports meet specified or agreed-upon technical standards, Verizon makes

no warranty that the Loops or unbundled Ports supplied by Verizon hereunder will be compatible with the services Cox may offer to its Customers.

11.9.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a Network Element or a Combination, if Verizon provides a Network Element or Combination to Cox, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines that Verizon is not required by Applicable Law to provide such Network Element or Combination, Verizon may terminate its provision of such Network Element or Combination to Cox as follows: the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element or Combination. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) releases to the public such final decision, determination or order that Verizon is not required to provision a particular Network Element or Combination. The Parties agree to, upon written request, modify by amendment the terms of the Agreement to reflect the discontinuation of such Network Element or Combination. If Verizon terminates its provision of a Network Element or a Combination to Cox pursuant to this Section 11.9.5 and Cox elects to purchase other services offered by Verizon in place of such Network Element or Combination, then: (a) Verizon shall reasonably cooperate with Cox to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of Cox; and (b) Cox shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

11.9.6 If as the result of Cox Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Cox Customer premises, Cox will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in Exhibit A and the Premises Visit Charge as specified in Verizon's applicable retail Tariff.

11.10 Availability of Other Network Elements on an Unbundled Basis

11.10.1 Verizon shall, upon request of Cox and to the extent required by Applicable Law, provide to Cox access to its Network Elements on an unbundled basis for the provision of Cox's Telecommunications Service. Any request by Cox for access to an Verizon Network Element that is not already available and is not specifically required to be offered under regulations or orders of the FCC or the Commission shall be treated as a Network Element Bona Fide Request. Cox shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Commission or FCC.

11.10.2 A Network Element obtained by Cox under this subsection 11.10 may be used only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.10.3 Notwithstanding anything to the contrary in this subsection 11.10, Verizon shall not be required to provide a proprietary Network Element to the other Party under this subsection 11.10 except as required by Applicable Law.

11.10.4 Verizon will notify Cox of the availability of new unbundled Network Elements upon their commercial availability.

11.11 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to “live” cutovers of Verizon Customers who are converting their Telephone Exchange Services to Cox Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops (“Analog 2W Loop”)s to be provided by Verizon to Cox.

11.11.1 Subject to approval by the Commission, coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Cox does not request a coordinated cutover, Verizon will process Cox’s order as a new installation subject to applicable standard provisioning intervals.

11.11.2 Cox shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request (“LSR”). Verizon agrees to accept from Cox the date and time for the conversion designated on the LSR (“Scheduled Conversion Time”), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center (“RCCC”) and subject to the availability of Verizon’s work force. In the event that Verizon’s work force is not available, Cox and Verizon shall mutually agree on a New Conversion Time, as defined below. Cox shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within two (2) business days of Verizon’s receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide Cox the firm order commitment (“FOC”) date by which the Analog 2W Loops covered by such LSR will be converted.

11.11.3 Cox shall provide dial tone at the Cox Collocation site at the time specified in the hot cut process developed by Verizon in cooperation with the Commission and the industry. In the absence of any such process, by 7:00 AM of the business day preceding the day of the Scheduled Conversion Time.

11.11.4 Either Party may contact the other Party to negotiate a new Scheduled

Conversion Time (the “New Conversion Time”); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours’ advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.11.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from Cox; and

(ii) If Cox requests to reschedule outside the one (1) hour time frame above, Cox shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.11.5 If Cox is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and Cox will reschedule and, upon request from Cox, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.11.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Cox is fifteen (15) minutes per Analog 2W Loops for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

11.11.7 Conversions involving LNP will be completed according to North American Numbering Council (“NANC”) standards, via the regional Number Portability Administration Center (“NPAC”).

11.11.8 If Cox requires Analog 2W Loops conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (*e.g.* overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

11.12 Maintenance of Loops

If (a) Cox reports to Verizon a Customer trouble, (b) Cox requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment, then Cox shall pay Verizon the applicable Tariff rate for said dispatch. In addition, this charge also applies in situations when the Customer contact as designated by Cox is not available at the appointed time. Cox accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Cox instructions, Verizon is erroneously requested to dispatch to the Central Office, Verizon may levy on Cox an appropriate charge. However, if Verizon imposes any charge on Cox under this subsection 11.12 and the same trouble recurs and the cause in both instances is determined to be in Verizon's facilities, then Verizon shall refund to Cox all charges applicable to that trouble that were erroneously levied on and paid by Cox to Verizon plus interest at the rate applicable to refunds of overpayments pursuant to Verizon's Tariffs.

11.13 Combinations of Network Elements

11.13.1 Verizon shall be obligated to provide a combination of Network Elements ("Combination") under this Agreement only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination of Network Elements to Cox, the terms, conditions and prices for the Combination of (including, but not limited to, the non-recurring charge to compensate Verizon for the Combination, terms and conditions defining the Combination and stating when and where the Combination will be available and how it may be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in Verizon's applicable Tariff. In the absence of an applicable Tariff, prior to provision of such Combination, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices.

11.13.2.1 In accordance with, but only to the extent required by Applicable Law, Cox may order and Verizon shall provide an existing combination of unbundled loop, unbundled local switching, unbundled shared transport, also known as a "UNE Platform" Combination.. In accordance with Appendix B-2, Bell Atlantic/GTE Unbundled Network Elements Ordered Application-Application (LSR) of "In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License, Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), as amended from time to time, Verizon shall provide to Cox electronic ordering capability for "UNE Platform" Combinations.

11.13.2.2 When Cox orders a Combination of Network Elements that are currently interconnected and functional, Verizon will provide such Combination of Network Elements on an interconnected and functional basis unless Cox requests

otherwise. Verizon's rates for Combinations of Network Elements will be in accordance with Applicable Law.

11.13.3 Conversion of Special Access Services to Loop-Transport Combinations

11.13.3.1 Notwithstanding any other provision of this Agreement, Bell Atlantic will allow Cox to convert special access services to a Combination of unbundled Loop and unbundled transport Network Elements in accordance with, but only to the extent required by, Applicable Law. If and, to the extent that, such conversions are required under Applicable Law, Verizon will provide such conversions on the following terms (subject to changes, if any, that Verizon makes that are required or permitted under Applicable Law, notice of which changes Verizon will provide to Cox in writing):

11.13.3.1.1 The Parties acknowledge that special access services are ordinarily provided through channel terminations together with dedicated interoffice mileage. Special access services that are eligible, under Applicable Law, for conversion may be converted to a Combination of unbundled Loop and unbundled transport Network Elements pursuant to the terms of this Section 11.13.3. Bell Atlantic will convert a special access circuit to a Loop-transport Combination if Cox (1) appropriately identifies the subject circuit (i.e., Cox notifies Verizon in an electronic file format agreed to by the Parties of the applicable BAN, circuit ID, NC code, primary NCI code, secondary NCI code, ACTL CLLI of circuit ID, CFA, Traffic Factor 1, class of service, USOC, USOC quantities, billed rate per USOC, discount plan, start date of plan, and end date of plan), (2) certifies in writing, as set forth below, that the identified Loop-transport Combination will be used to provide a significant amount of local exchange service to a particular Cox end user Customer and if applicable, associated Switched Exchange Access Service to such Cox end user Customer (such certification specifying, among other things, the option under which Cox is making the certification), and (3) also meets the other requirements set forth in this Section 11.13.3. It is presumed that Cox is providing a significant amount of local exchange service to a particular Cox end user Customer if it meets each of the criteria set forth in one of the following three circumstances:

(a) Cox certifies that it is the exclusive provider of a Customer's local exchange service. The Loop-transport Combination must terminate at Cox's Collocation arrangement in at least one Verizon Central Office. This option does not allow Loop-transport Combinations to be connected to Verizon's tariffed services. Under this option, Cox is the Customer's only local service provider; or

(b) Cox certifies that it provides local exchange and Exchange Access service to the Customer's premises and handles at least one third of the Customer's local traffic measured as a percent of total Customer local

dialtone lines; and for DS1 circuits and above, at least fifty (50) percent of the activated channels on the Loop portion of the Loop-transport Combination have at least five (5) percent local voice traffic individually, and the entire Loop facility has at least ten (10) percent local voice traffic. When a Loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. The Loop-transport Combination must terminate at Cox's Collocation arrangement in at least one Verizon Central Office. This option does not allow Loop-transport Combinations to be connected to Verizon's tariffed services; or

(c) Cox certifies that at least fifty (50) percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least fifty (50) percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire Loop facility has at least thirty-three (33) percent local voice traffic. When a Loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. This option does not allow Loop-transport Combinations to be connected to Verizon's tariffed services. Under this option only, Collocation is not required.

11.13.3.1.2 The physical facilities used to provide a special access service to Cox must be the same facilities that will provide a Loop-transport Combination requested by Cox, and Verizon will not rearrange such facilities in connection with a conversion.

11.13.3.1.3 In addition to and without in any way limiting the audit rights provided elsewhere in this Agreement, Verizon has the right to perform limited audits only to the extent reasonably necessary to confirm Cox's compliance with the local usage requirements. Verizon will hire and pay for an independent auditor to perform any such audit, using the records that Cox keeps in the normal course of business (Cox hereby agreeing that it will maintain appropriate records that it can rely upon to support its local usage certifications), and Cox will promptly reimburse Verizon for the cost of such audit if the audit uncovers noncompliance with the local usage option to which Cox certified. Verizon will provide at least thirty (30) days' written notice to Cox prior to conducting any audit. Verizon will not conduct more than one (1) audit of Cox in any calendar year unless the audit finds noncompliance.

11.13.3.1.4 In connection with any conversion of special access services to a Combination of unbundled Loop and unbundled transport Network Elements, Cox agrees that it will promptly pay to Verizon (or, at Verizon's option, accedes to Verizon's set-off against any amounts otherwise owed to Cox) any termination liabilities and/or minimum service period charges under Verizon's applicable tariffs with

respect to Cox ceasing to purchase the subject special access services that are being converted to a Loop-transport Combination.

11.14 UNE Rates

11.14.1 Verizon shall make NIDs available to Cox at the rates set forth in Exhibit A. Verizon shall provide access to 4-Wire 56 kbps Loops, DS-3 Loops, Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the “Rates” and, individually, a “Rate”). Cox acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that Verizon is developing the Rates and Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify Cox in writing of such Rate in accordance with, and subject to, the notices provision of this Agreement. If Verizon files such Rate with the Commission (e.g., in a Tariff or in a Commission proceeding), Verizon shall bill Cox, and Cox shall pay to Verizon, for services provided under this Agreement on the Effective Date and thereafter in accordance with such Rate, subject to Section 11.14.2 of this Agreement. Any notice provided by Verizon to Cox pursuant to this Section 11.14.1 of such Rate that Verizon files with the Commission shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to Cox and thereafter. If Verizon does not file such Rate with the Commission, the Rate shall be mutually agreed to by the Parties and incorporated by amendment to this Agreement.

11.14.2 The rates and/or rate structures for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a Combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable, to the extent such rates and/or rate structures are part of Exhibit A, shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission. The rates and/or rate structures approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a Combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable shall supercede those shown in Exhibit A. The permanent rates shall be effective retroactively to the Effective Date of this Agreement. The Parties shall true-up any amounts previously invoiced as if the permanent rates had been in effect as of the Effective Date of this Agreement. Each Party shall invoice the other for any amounts due to it as a result of such true-up, and all such invoices shall be paid in accordance with the Billing and Payment provisions of this Agreement.

12.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

12.1 Availability of Retail Rates for Resale

Verizon shall make available to Cox for resale all Telecommunications Services as described in Section 251(c)(4) of the Act, pursuant to the rates, terms and conditions of Verizon's applicable Tariffs, as may be amended from time to time. Cox shall make available to Verizon for resale all of its Telecommunications Services, and shall not impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services according to Section 251(b)(1) of the Act.

12.2 Availability of Wholesale Rates for Resale

Verizon shall make available to Cox for resale all Telecommunications Services that Verizon provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in Verizon's Tariffs less the wholesale discount set forth in Exhibit A in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s).

12.3 Availability of Support Services and Branding for Resale

Verizon shall make available to Cox the various support services for resale described in Schedule 11.7 hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by Cox and at prices, terms and conditions to be negotiated by Cox and Verizon, Verizon shall provide Verizon Retail Telecommunications Services (as defined in Schedule 11.7) that are identified by Cox's trade name, or that are not identified by trade name, trademark or service mark.

12.4 Additional Terms Governing Resale and Use of Verizon Services

12.4.1 Cox shall comply with the provisions of this Agreement (including, but not limited to, all applicable Verizon Tariffs) regarding resale or use of Verizon services. In addition, Cox shall undertake in good faith to ensure that its Customers comply with the provisions of Verizon's Tariffs applicable to their use of Verizon's Telecommunications Services.

12.4.2 Without in any way limiting subsection 12.4.1, Cox shall not resell (a) residential service to business or other nonresidential Customers of Cox, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from Verizon, or (c) any other Verizon service in violation of any user or user group restriction that may be contained in the Verizon Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Laws. In addition, Cox shall be subject to the same limitations that Verizon's own retail Customers may be subject to with respect to any Telecommunications Service that Verizon discontinues offering.

12.4.3 Verizon shall not be obligated to offer to Cox at a wholesale discount Telecommunications Services that Verizon offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 Cox shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or merchandise, or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.

12.4.5 Verizon may impose additional restrictions on Cox's resale of Verizon's retail Telecommunications Services to the extent permitted by Applicable Law including, without limitation, user or user group restrictions, as the case may be, subject to the requirement that such restrictions shall in all cases comply with the requirements of Section 251 of the Act and the FCC Regulations regarding restrictions on resale.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 To the extent required by Applicable Law, Verizon shall provide to Cox both Physical and Virtual Collocation solely for the purpose of facilitating Cox's Interconnection with facilities or services of Verizon (pursuant to Section 4) or access to unbundled Network Elements of Verizon (pursuant to Section 11), except as otherwise mutually agreed to in writing by the Parties. Verizon may offer only Virtual Collocation (and not Physical Collocation) where Physical Collocation is not practical for technical reasons or because of space limitations or where permitted by Applicable Law. To the extent not otherwise provided in this Agreement, such Collocation shall be provided pursuant to Verizon's applicable federal and state Tariffs as amended from time to time. If any of the terms of Verizon's state 218 Collocation Tariff are modified or superceded after the Effective Date of this Agreement, the Parties agree that such modified or superceding terms shall apply to the Parties' collocation unless either Party requests that this Section 13 of this Agreement be renegotiated as it relates to any such modified or superceding terms and the Parties agree to amend Section 13 of this Agreement. Any such request for renegotiations must be made within thirty (30) days after the date when the modified or superceding terms become final and unappealable, and the renegotiations shall take place pursuant to the Dispute Resolution provisions of Section 28.9 of this Agreement.

13.2 In the course of implementing a Collocation project, Verizon shall:

- (a) identify the Collocation project manager assigned to the project;

(b) develop a written comprehensive “critical tasks” timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and

(c) provide Cox with the relevant engineering requirements.

13.3 For both Physical and Virtual Collocation, Cox shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.4 A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC’s network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. Should Cox seek a particular Collocation arrangement, either Physical or Virtual, not described herein, it is entitled to a presumption that such Collocation arrangement is technically feasible if any LEC has successfully deployed such Collocation arrangement in any incumbent LEC Premises.

13.5 Verizon will not require Cox to bring its own transmission facilities to Verizon’s Premises in which Cox seeks to collocate equipment.

13.6 Verizon may retain a limited amount of floor space for its own specific future uses, provided, however, that Verizon may not reserve space for future use on terms more favorable than those that apply to Cox when Cox is seeking to reserve space for its own future use. Verizon shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Virtual Collocation at that point is not technically feasible. In accordance with Applicable Law, Verizon may impose reasonable restrictions on warehousing of unused space by Cox.

13.7 Cox agrees to collocate only equipment that is necessary for Cox’s Interconnection with facilities or services of Verizon (pursuant to Section 4) or access to unbundled Network Elements of Verizon (pursuant to Section 11), except as otherwise mutually agreed to in writing by the Parties. Verizon will not require that such Cox equipment comply with safety or engineering standards that are more stringent than the safety or engineering standards that Verizon applies to its own equipment in that same Verizon Premises or with National Equipment and Building Specifications performance standards. If Verizon refuses to allow Cox to collocate equipment for safety reasons, Verizon will within five business days provide to Cox a list of all equipment Verizon locates within that Premises together with an affidavit attesting that all of Verizon’s equipment on that list meets or exceeds all of the safety standards that Cox’s equipment fails to meet.

13.8 Each Party will be responsible for notifying the other Party of any significant outages affecting or caused by a Party's Collocation arrangement which could be reasonably known to impact or degrade the other Party's services.

13.9 Verizon agrees to make no more than one (1) Verizon-initiated non-emergency inspection of Cox's completed Collocation space per month, and no more than six (6) Verizon-initiated non-emergency inspections per year, provided that no two (2) inspections reveal infractions of the applicable terms and conditions of Verizon's Tariffs and this Agreement. If any two (2) inspections reveal such infractions, Verizon will conduct inspections pursuant to Verizon's Tariffs for the term of this Agreement. This subparagraph does not apply to any inspections initiated or required by any outside agency.

14.0 NUMBER PORTABILITY - SECTION 251(b)(2)

14.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC. Location Routing Number (LRN) is currently being used by the telecommunications industry to provide NP, and will be used by the Parties to implement LNP between their networks.

14.2 Procedures for Providing LNP ("Long-term Number Portability")

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

14.2.1 LNP shall be provided when a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B") and the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) previously provided by Party A, in conjunction with the Telephone Exchange Service(s) provided by Party B. After Party B has received an appropriate authorization in accordance with Applicable Law from a Customer and sends a LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. In accordance with Applicable Law, each Party will maintain evidence of authorizations and, upon request, provide copies of such evidence to the other.

14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based

calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

14.2.3 When a Customer of Party A ports his or her telephone number(s) to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported, provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

14.2.4 When a Customer of Party A ports his or her telephone number(s) to Party B, in the process of porting the Customer's telephone number(s), Party A shall implement the ten-digit trigger feature 48 hours prior to Party B's due date. If, in the case of Direct Inward Dialing (DID) numbers and Remote Call Forwarding numbers the LNP ten-digit trigger can not be used, the Parties shall coordinate the Customer's porting using procedures developed by the North American Numbering Council (NANC), or other 'hot cut' procedures as may be mutually agreed to. When Party A receives the porting request, the LNP ten-digit trigger shall be applied to the Customer's line before the due date of the porting activity. When the LNP ten-digit trigger can not be used, Party A and Party B must coordinate the disconnect activity. The Parties agree that changes to a scheduled port will be permitted until 5PM the day of the port and that a due date change may be required. When Party B does not require loop facilities from Party A and the LNP ten-digit trigger has been provisioned, Party A agrees to not disconnect the LNP ten-digit trigger and associated line translations until 11:59 PM on the day of the scheduled port. When a porting request of Party B requires loop facilities from Party A or when the ten-digit trigger is not available from Party A, the Parties must coordinate the disconnection of the loop and/or switch facilities from Party A's network with the activation of the loop and/or switch facilities on Party B's network.

14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.

14.2.6 Where LNP is commercially available, the NXXs (current and new) in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP-capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. In the event either Party elects to port a mass calling code, upon written notice, the Parties agree to negotiate the terms and conditions that shall apply to such an arrangement.

14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier to perform LRN queries for the other Party in the event that either Party is unable to perform the routing necessary for LNP, according to the terms and conditions contained in the default carrier's Tariff. Each Party has the right to block default-routed calls entering its network in order to protect the public switched network from overload, congestion, or failure propagation.

14.2.9 When a ported telephone number is disconnected, i.e., the telephone number is no longer in service by the original Customer, the ported telephone number will be released back to the donor carrier from which the telephone number had been ported. In addition, when a ported number is disconnected, both Parties shall agree to adhere to the Industry Numbering Committee (INC) Guidelines for the Aging and Administration of Disconnected Telephone Numbers, contained in document INC99-1108-024, dated November 8, 1999.

14.2.10 Each Party shall provide LNP using the following provisioning intervals for porting 200 or fewer numbers per customer:

Party B will make commercially reasonable efforts to respond to LNP requests with Firm Order Confirmation within 24 hours (excluding weekends and holidays) of receipt of valid requests; or

Party B will make commercially reasonable efforts to respond to LNP requests with query or error notification within 24 hours (excluding weekends and holidays) of receipt of invalid requests.

Porting orders will be subject to the schedule implemented under the auspices of the Commission. In the absence of such schedule, porting orders will be subject to the following schedule from date of firm order confirmation:

Port only:

1-50 numbers	3 business days
51-100 numbers	4 business days
101-200 numbers	5 business days

201+ numbers	negotiated due dates
Port with Loop:	
1-10 numbers	6 business days
11-20 numbers	10 business days
21+ numbers	negotiated due dates

14.2.11 When requested by Party B, Party A shall provide sufficient workforce to implement the port and to ensure necessary escalation if needed in the event of problems outside of regular working hours.

14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.0 DIALING PARITY -- SECTION 251(b)(3)

Verizon and Cox shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

16.1 To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally-available license agreements).

16.2 Licensors shall process all completed license applications for new or additional attachments, including the performance of a pre-license survey, on a first-come, first-serve basis as set forth in its applicable Tariff. Licensors shall make all access determinations in accordance with the requirements of Applicable Law (including any applicable FCC Regulations), considering such factors as capacity, safety, reliability and general engineering considerations. Licensors shall inform Licensee in writing as to whether an application has been granted (subject to Licensee's payment for any "make-ready" work that may be required) or denied within forty-five (45) days of receipt of such application. Where an application involves an increase in capacity by Licensors, Licensors shall take reasonable steps to accommodate requests for access in accordance with Applicable Law. Before denying Licensee access based on lack of capacity, Licensors shall explore potential accommodations in good faith with Licensee. In order to facilitate Licensee's completion of an application, Licensors shall make commercially reasonable efforts to, within fifteen (15) business days of a request identifying the specific geographic area and types and quantities of required structures, provide Licensee such maps, plats or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in form reasonably agreeable to Licensors. Such requests shall be processed by Licensors on a first-come, first-serve basis. This exchange of information and records does not preclude the need for a field survey to verify the location and availability of structures and rights of way to be used. Licensors shall make commercially reasonable efforts to meet with or respond to Licensee's inquiries regarding the information supplied to it as soon as practicable following receipt of such request for meeting or inquiry from Licensee. Completion of make-ready work and attachments shall be in accordance with any existing or future license agreement between the Parties.

16.3 Nothing in this Section 16 shall be deemed to expand or restrict either Party's rights, obligations or duties not otherwise afforded, provided or required of such Party under Applicable Law.

17.0 DATABASES AND SIGNALING

17.1 Obligations of Both Parties:

17.1.1 Subject to Section 11.0, each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection in accordance with existing Tariffs, and Interconnection and access to toll free service access code (e.g., 800/888/877/866) databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, at the rates set forth in Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing party had connected directly to the other Party's CCS network. In either

case, Cox shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.

17.1.2 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party.

17.1.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

17.1.4 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and is listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Telcordia, GR-905-CORE, Common Channel Interface Specifications, Issue 1, March, 1995, and subsequent issues and amendments; and

(b) Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).

(c) BOC Notes on the Network.

17.1.5 Where both Parties connect directly to one another's signaling network, each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling, toll free service access code (e.g., 800/888/877/866) database access, LIDB access, and access to other necessary databases. Alternatively, the Parties may determine and agree that their respective CCS signaling charges offset each other, and no explicit compensation between the Parties shall apply. In addition, where a Party uses a third

party vendor for the provision of CCS Signaling, the foregoing charges shall not apply to that Party.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

If Verizon provides a referral announcement for Verizon Customers that change their telephone numbers, Verizon will provide on a non-discriminatory basis such referral announcements for Verizon Customers that change their service provider from Verizon to Cox and do not retain their telephone number. If Cox provides a referral announcement for Cox Customers that change their telephone numbers, Cox will provide on a non-discriminatory basis such referral announcements for Cox Customers that change their service provider from Cox to Verizon and do not retain their telephone number.

18.2 Misdirected Repair Calls

Cox and Verizon will employ the following procedures for handling misdirected repair calls:

18.2.1 Cox and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.

18.2.3 Cox and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.

18.3 Coordinated Repair Calls

Where Cox and Verizon each provide a portion of either Party's Customer's service, and such Customer experiences a service interruption that could be a result of trouble in either Party's network, both Parties will cooperate in the diagnosis and repair of that Customer's service. In all cases, a Party shall perform testing and/or diagnosis to determine if a trouble is located in its facility or network prior to referring the trouble the other Party for cooperative diagnosis and repair of that Customer's service. The Parties shall provide to one another appropriate repair-referral information, including repair

contacts as well as inter-company escalation procedures and contacts, to ensure speedy resolution of such service interruptions.

18.4 Customer Authorization

18.4.1 Without in any way limiting either Party's obligations under subsection 27.1, each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider.

18.4.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider. To the extent required by, and in accordance, with Applicable Law, the Parties shall provide proof of verification of the Customer's authorization to change primary Telephone Exchange Service Provider upon request.

18.4.3 Without in any way limiting either Party's obligations under subsection 27.1, the Parties shall comply with Applicable Law with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. Neither Party shall access (including, but not limited to, Cox's use of VerizonOSS Services (as defined in Schedule 11.7) and Verizon Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to it pursuant to this Agreement unless the Party has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing Customer Proprietary Network Information, each Party represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. The Parties shall, upon reasonable request following a complaint regarding possible misuse of Customer Proprietary Network Information, provide proof of such authorization (including a copy of any written authorization).

19.0 DIRECTORY SERVICES ARRANGEMENTS

Subject to Section 11.1 and upon request, Verizon will provide directory services to Cox in accordance with the terms set forth herein. In this Section 19, references to a Cox Customer's "primary listing" shall mean such Customer's primary name, address, and telephone number, which number falls within the NXX codes directly assigned to Cox or is

retained by Cox on the Customer's behalf pursuant to Number Portability arrangements with Verizon or any other carrier within the geographic area covered in the relevant Verizon directory.

19.1 Directory Listings and Directory Distributions

19.1.1 Verizon will include the Cox Customer's primary listing in the appropriate "White Pages" directories (residence and business listings) and "Yellow Pages" directories (business listings), and Verizon directory assistance databases using the same care with which it provides these functions for its own subscribers. Verizon will use Cox's Directory Listing information for the purpose of Verizon's directory publications and directory assistance-type services and, to the extent required by Applicable Law, for the purpose of providing third parties with access to Verizon's Directory Listings and directory assistance databases. Verizon and Cox may separately agree for other uses of Cox's listings. Verizon will distribute such directories to such Customers in an identical manner in which it provides those functions for its own Customers. Listings of Cox's Customers will be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Where required, Cox will pay Verizon the charge(s) set forth in Exhibit A for providing such service for each Cox Customer's primary listing. Cox will also pay Verizon for additional and foreign white page listings and other white pages services for Cox's Customers, according to the rates and charges contained in Exhibit A. Verizon will not require a minimum number of listings per order.

19.1.2 Upon request by Cox, Verizon will make available to Cox a directory list of relevant NXX codes, the close dates, publishing data, yellow page headings and call guide close dates on the same basis as such information is provided to Verizon's own business offices.

19.1.3 Cox shall provide Verizon with daily listing information on all new Cox Customers in the format required by Verizon or a mutually-agreed upon industry standard format, at no charge. Verizon shall make available to Cox an electronic interface for the submission of such listing information. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. Cox will also provide Verizon with daily listing information showing Customers that have disconnected or terminated their service with Cox. Verizon shall promptly provide to Cox, within forty-eight (48) hours of receipt by Verizon, a query on any listing that is not acceptable.

19.1.4 Verizon will treat Cox's Directory Listings information as Proprietary Information, in accordance with Section 28.4.2. The Parties acknowledge that to the extent Cox's Directory Listings information is included in Verizon's directory

publications and its databases for directory assistance-type services, Cox's Directory Listings information will not be treated as Proprietary Information.

19.1.5 Both Parties shall use commercially reasonable efforts to ensure the accurate listing of Cox Customer listings. Verizon will provide Cox with a report of all Cox Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for that directory in order that Cox may determine the accuracy of its Customers' listings and provide correction to such listings no less than two business days prior to the directory close date. Verizon will process any corrections made by Cox with respect to its listings, provided such corrections are received no less than two business days prior to the close date of the particular directory. Verizon will provide appropriate advance notice of applicable close dates.

19.1.6 Cox will adhere to all practices, standards, and ethical requirements of Verizon with regard to listings, and, by providing Verizon with listing information, warrants to Verizon that Cox has the right to place such listings on behalf of its Customers. Verizon will provide Cox, upon request, a copy of the Verizon listings standards and specifications manual. Cox agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, Cox agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's listing of the listing information provided by Cox hereunder.

19.1.7 Verizon's liability to Cox in the event of a Verizon error in or omission, of a listing shall not exceed the amount of charges actually paid by Cox for such listing. In addition, Cox agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and Verizon's liability to Cox's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations that Verizon's liability to its own Customers are subject to.

19.2 Service Information Pages

Verizon will include all Cox NXX codes associated with the areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes which are contained in the general reference portions of the directories. Cox's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Cox is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at Cox request, Verizon will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by Cox for Cox's critical contact information for Cox's installation, repair and Customer service and other essential Cox telephone service oriented

information, as agreed by the Parties, including appropriate identifying logo, and with easy-to-find placement in the Customer Guide. Such listings shall appear alphabetically by local exchange carrier in accordance with Verizon's generally applicable policies. Cox will be responsible for providing the necessary information to Verizon by the applicable close date for the particular directory. Verizon will provide Cox with the close dates and reasonable notice of any changes in said dates. Verizon shall not charge Cox for inclusion of this essential Cox telephone service-oriented information, but reserves the right to impose charges on other information Cox may elect to submit and Verizon may elect to accept for inclusion in Verizon's white pages directories.

19.3 Yellow Pages Maintenance

The Parties agree to work cooperatively to ensure that Yellow Page advertisements purchased by Customers that switch their service to Cox (including Customers utilizing Cox-assigned telephone numbers and Cox Customers utilizing Number Portability) are maintained without interruption. Verizon will offer Yellow Pages services to Cox Customers on the same basis and timing with respect to delivery close dates as they are offered to Verizon Customers.

19.4 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

19.4.1 BLV permits the operator of one local carrier to request the status of access lines (conversation in progress, available to receive calls, or out of order) that are served by another local carrier. BLVI allows the operator of one local carrier to request interruption of conversation on access lines that have been determined to be in use.

19.4.2 If either Party ("Carrier A") decides or is required by Applicable Law to offer BLV/BLVI services to enable its Customers to verify and/or interrupt calls of other Customers, the operator bureau of the other Party ("Carrier B") shall accept and respond to BLV/BLVI requests from the operator bureau of Carrier A.

19.4.3 The Local Carrier B operator shall only verify the status of the line or interrupt the line to inform the called party that another caller is attempting to reach them. The Local Carrier B operator will not complete the telephone call of the Customer initiating the BLVI request. The Local Carrier B operator will make only one BLVI attempt per operator bureau telephone request, and the applicable charges shall apply whether or not the called Customer releases the line. BLVI cannot be performed on telephone numbers utilizing a "call forwarding" feature. The operator shall respond to only one telephone number per call on requests for BLVI.

19.4.4 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection

for BLV/BLVI traffic at its operator services switch serving the LATA or other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4 of this Agreement. Local Carrier A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Local Carrier B.

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided in Sections 11.14, 20.2 and 20.3 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

20.2 The rates and charges for services, facilities and arrangements provided under this Agreement will be the rates and charges determined by Commission proceedings or set forth in Tariffs. Exhibit A lists the current rates and charges for services, facilities, and arrangements provided under this Agreement that were determined by Commission proceedings or are set forth in Tariffs. The rates and charges for services, facilities and arrangements provided under this Agreement will change as rates and charges are changed by Commission proceedings or in Tariffs.

20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction.

20.4 Upon request by a Party, the other Party shall, at any time and from time to time, provide to the requesting Party adequate assurance of payment of amounts due (or to become due) to it hereunder. Assurance of payment of charges may be requested by a Party if the other Party, at the Effective Date or at any time thereafter, is (a) unable to demonstrate a good credit history of payments for telecommunications services; (b) fails to timely pay a bill rendered to the other Party by the requesting Party, (c) in the requesting Party's reasonable judgment, at the Effective Date or at any time thereafter, the other Party does not have established credit with the requesting Party or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at the requesting Party's option, consist of (i) a cash security deposit in U.S. dollars held in an account by it or (ii) an unconditional, irrevocable standby letter of credit naming the requesting Party as the beneficiary thereof

and otherwise in form and substance satisfactory to it from a financial institution acceptable to it, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by the requesting Party, for the services, facilities or arrangements to be provided in connection with this Agreement. To the extent that the requesting Party opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. Any such deposit shall be deposited into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. The Parties intend to negotiate an escrow agreement that accrues interest from the date cash is deposited with the escrow agent to the date the cash (and accrued interest) is distributed under the terms of the escrow agreement. The requesting Party may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to the other Party in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by the requesting Party. The fact that a security deposit or a letter of credit is requested hereunder shall in no way relieve a Party from compliance with the requesting Party's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to a Party for the services, facilities or arrangements rendered.

21.0 INSURANCE

21.1 Cox shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law, including, without limitation, its obligations set forth in Section 24 hereof. At a minimum and without limiting the foregoing covenant, Cox shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

21.2 Cox shall name Verizon as an additional insured on the foregoing insurance, except with respect to Worker's Compensation Insurance.

21.3 Cox shall, within two (2) weeks of the date hereof and on an annual basis thereafter, furnish certificates or other proof of the foregoing insurance. The certificates or other adequate proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Verizon Telecom Industry Services; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, Cox shall require its agents, representatives, and contractors, if any, that may enter upon the premises of Verizon or Verizon's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish Verizon certificates or other adequate proof of such insurance. Certificates furnished by Cox or Cox's agents, representatives, or contractors shall contain a clause stating: "Verizon Virginia shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

21.4 Through its program of self insurance, Verizon can satisfy its obligations under this Agreement.

22.0 TERM AND TERMINATION.

22.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [DATE TWO YEARS AFTER EFFECTIVE DATE] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

22.2 Either Cox or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

22.3 If either Cox or Verizon provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Cox or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 22.5), this Agreement shall remain in effect until the effective date of a new interconnection agreement between Cox and Verizon.

22.4 If either Cox or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Cox nor Verizon has requested negotiation of a new interconnection agreement, (a) this

Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Commission-approved statement of generally available terms (SGAT).

22.5 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

24.0 INDEMNIFICATION

24.1 Verizon agrees to indemnify, defend and hold harmless Cox from and against any and all Losses resulting from any claims, demands, suits, governmental proceedings, or other actions, which include, but are not limited to, litigation costs, attorneys' fees, settlement payments, and direct damages awarded or resulting from any such suit, claim or proceeding or matter which is collectively herein referred to as "a Loss":

(a) asserted by or relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death,

damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of Verizon; or

(b) made, instituted, or asserted by Verizon's own Customer(s) against Cox arising out of Cox's provision of services to Verizon under this Agreement (except for a Loss as to which Cox is obligated to indemnify Verizon under Section 24.2(a)).

24.2 Cox agrees to indemnify, defend and hold harmless Verizon from and against any and all Losses resulting from any and all claims, demands, suits, governmental proceedings, or other actions, which include, but are not limited to, litigation costs, attorneys' fees, settlement payments, and direct damages awarded or resulting from any such suit, claim or proceeding or matter which is collectively herein referred to as "a Loss":

(a) asserted by or relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property, owned by any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of Cox; or

(b) made, instituted, or asserted by Cox's own Customer(s) against Verizon arising out of Verizon's provision of services to Cox under this Agreement (except for a Loss as to which Verizon is obligated to indemnify Cox under Section 24.1(a)).

24.3 Either party may additionally procure its own defense to any Loss. The cost of such additional defense shall be borne solely by the party undertaking the additional defense.

24.4 Nothing in Sections 24.1 and 24.2 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

24.5 A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice materially prejudices the indemnifying Party.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

24.6 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

24.7 To the extent not prohibited by Applicable Law, each Party (the "supplying Party") shall indemnify and hold harmless the other Party (the "using Party") from and against any loss, costs, claim, liability, damage and expense (including reasonable attorney's fees) arising from claims under the laws of the United States by third parties for trademark, patent or intellectual property infringement arising directly from the using Party's authorized use of the supplying Party's facilities, arrangements or services in the Commonwealth of Virginia pursuant to the terms of this Agreement. Provided, however, that the foregoing indemnification obligation shall not apply where the claimed infringement arises from any acts or omissions of the using Party: (i) that constitute willful or intentional misconduct or gross negligence; (ii) that arise from the using Party's combination of facilities, arrangements or services not provided by the supplying Party with facilities, arrangements or services provided by the supplying Party and wherein no infringement would have occurred without such combination; (iii) where Cox is the using Party, that arise because Verizon has failed to enter into a license agreement for third party proprietary products, as contemplated in section 28.13.4; or (iv) that arise from the using Party's use of the facilities, arrangements, or services provided by the supplying Party for a purpose other than the provision of local exchange services to

Customers of the using Party or in a manner inconsistent with that contemplated by this Agreement; and in all such instances, the using Party shall indemnify and hold harmless the supplying Party.

25.0 LIMITATION OF LIABILITY

25.1 The liability of either Party to the other Party for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate facilities, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like (collectively, "Errors") occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the period in which such Errors occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such Errors.

25.2 Neither Party shall be liable to the other Party in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including, without limitation, damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24 hereof.

25.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with the Customer of one Party, both Parties shall assert the applicability of any limitations of liability to Customers that may be contained in either Party's applicable Tariff(s).

26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

26.1 Performance Standards

Verizon shall provide Interconnection and unbundled Network Elements, and make its Telecommunication Services available for resale, all as set forth herein, in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

26.2 Performance Reporting

26.2.1 To the extent required by Appendix D ("Conditions"), Section V, "Carrier-to-Carrier Performance plan (Including Performance Measurements)," and Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of "In re Application of GTE Corporation, Transferor, and Verizon Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License, Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), as amended from time to time, Verizon shall provide performance measurement results to Cox.

26.2.2 Upon request by either Party, to the extent required by Applicable Law, the Parties shall negotiate in good faith any amendment to this Agreement that is required to implement an order of the Commission adopting a carrier-to-carrier service quality performance assurance plan.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 Each Party shall remain in compliance with Applicable Law federal, state, and local laws, rules and regulations in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

27.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of Verizon's application pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in Verizon's reasonable determination is likely to adversely affect Verizon's application pursuant to Section 271(d) of the Act, then the Parties agree to negotiate and make within 30 days only the minimum revisions that are necessary to eliminate the inconsistency or amend the application-affecting provision(s).

27.3 In the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action. If, after good faith negotiations, the Parties agree that resolution will not be reached, then the provisions of Section 28.9 concerning dispute resolution and access to a regulatory or judicial forum shall apply.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any final decision, final order or final determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that Verizon is not required to furnish any Network Element, service, facility or arrangement, or to provide any benefit required to be furnished or provided hereunder, then Verizon may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such Network Element, decision, order or determination, as follows: the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element, service, facility, arrangement or benefit. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) releases to the public such final decision, determination or order that Verizon is not required to provision a particular Network Element service, facility, arrangement or benefit. The Parties agree to, upon written request, modify by amendment the terms of the Agreement to reflect the discontinuation of such Network Element, service or arrangement.

28.0 MISCELLANEOUS

28.1 Authorization

28.1.1 Verizon is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

28.1.2 Cox is a public service corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.1.3 Cox represents that it is a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service

facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

28.2 Independent Contractor; Disclaimer of Agency

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; strikes, work stoppages or walkouts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the nonperforming Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The nonperforming Party shall use its commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the nonperforming Party to settle any labor dispute except as the nonperforming Party, in its sole discretion, determines appropriate.

28.4 Confidentiality

28.4.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:

(a) contains customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of directory publication or directory database inclusion, or

(b) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or

(c) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

28.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party's Proprietary Information submits the same to the Commission, the FCC or courts of competent jurisdiction, as applicable, under a request for a protective order).

28.4.3 The Parties agree that customer-specific network usage information acquired by one party solely as a result of providing services, facilities and arrangements under this Agreement is Customer Proprietary Network Information ("CPNI") as described in Section 222 of the Act. The Parties further agree to use and disclose CPNI only in accordance with Applicable Law.

28.4.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) is or becomes publicly known through no wrongful act of the receiving Party; or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

28.4.5 Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

28.4.6 Notwithstanding any other provision of this Agreement, the provisions of this Section 28.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

28.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and insofar as and to the extent federal law may apply, federal law will control.

28.6 Taxes

28.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

28.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company (“Telecommunications Company”), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts (“Receipts Tax”), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 28.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

28.6.3 Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer (“Subscriber”) in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

28.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 28.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 28.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section

28.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 28.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

28.6.6 If any discount or portion of a discount in price provided to Cox under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to Verizon because it was anticipated that receipts from sales of Verizon services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the Verizon services would be sold to Cox for resale, and Verizon is, in fact, required by Applicable Law to pay such Tax on receipts from sales of Verizon services to Cox, then, as between Verizon and Cox, Cox shall be liable for, and shall indemnify and hold harmless Verizon against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either Cox or Verizon with respect to the Tax on Verizon's receipts.

28.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 28.6, shall be made in writing and shall be delivered in person or

sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 28.10 as well as to the following:

To Verizon: Tax Administration
Verizon Corporation
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To Cox: Mr. Greg Cox
Director of Taxes
Cox Communications, Inc.
1400 Lake Hearn Drive, NE
Atlanta, GA 30319

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 28.6. Any notice or other communication shall be deemed to be given when received.

28.7 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party which shall not be unreasonably withheld; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement and that the proposed assignee is in good standing with the other Party. Any assignment or delegation in violation of this subsection 28.7 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party.

28.8 Billing and Payment; Disputed Amounts

28.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement.

28.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

28.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

28.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.8.4, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 28.8.4, then either Party may file a complaint with the Commission or may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction to resolve such issues.

28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.8.7 Charges which are not paid by the due date stated on Verizon's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by Verizon which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

28.9 Dispute Resolution

28.9.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance.

28.9.2 If the Parties are unable to resolve the dispute by good faith negotiation between the Parties within forty-five (45) days after written notification and description of the dispute, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.9.3 If the Parties are unable to resolve issues related to the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.9.2, or if either Party fails to appoint a designated representative within sixty (60) days of the notification referred to Section 28.9.2, then either Party may file a complaint with the Commission or may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction or proceed with any other remedy pursuant to law or equity, to resolve such issues .

28.9.4 The Parties agree that all negotiations pursuant to this Section 28.9 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To Cox:

Jill N. Butler
Vice President, Regulatory Affairs
Cox Virginia Telcom, Inc.

225 Clearfield Avenue
Virginia Beach, VA 23462
Fax: 757/369-4500

with a copy to:

Suzanne L. Howard
Manager, Regulatory Affairs
Cox Communications
1400 Lake Hearn Drive
Atlanta, GA 30319
Fax: 404/847-6064

To Verizon:

Director - Interconnection Services
Verizon Telecom Industry Services
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381

with copies to:

General Counsel
Verizon Virginia Inc.
600 E. Main Street
Richmond, VA 23261
Facsimile: 804/772-3747

Associate General Counsel – Telecom
1515 N. Court House Road
5th Floor
Arlington, VA 22201
Facsimile: 703/351-3664

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

28.11 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.12 No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

28.13 No Licenses

28.13.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.13.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

28.13.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.13.4 Cox agrees that the rights granted by Verizon hereunder shall, where applicable, be subject to the same restrictions, if any, contained in any current software license agreements between Verizon and Verizon's software vendors. Verizon agrees to advise Cox, directly or through a third party, of any such restrictions that extend

beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions (“Ancillary Restrictions”) and that may directly and adversely affect Cox’s authorized use of facilities, arrangements, or services supplied by Verizon hereunder for Cox’s provision of local exchange services in the Commonwealth of Virginia. Cox acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to Cox. Verizon agrees to advise Cox, directly or through a third party, of such additional terms or conditions or separate licensing requirements that may affect Cox’s provision of local exchange services in the Commonwealth of Virginia. To the extent Verizon’s rights to use such third party licenses impose Ancillary Restrictions or impose separate licensing requirements that may directly and adversely affect Cox’s authorized use of facilities, arrangements, or services supplied by Verizon hereunder for Cox’s provision of local exchange services in the Commonwealth of Virginia, in accordance with Applicable Law, Verizon will at Cox’s request and at Cox’s expense, renegotiate such licenses for Cox’s benefit to cover use by Cox and will, in those negotiations, exercise best efforts as commercially practical, to obtain licensing for Cox on terms and at rates similar to or the same as those obtained by Verizon.

28.14 Technology Upgrades

Notwithstanding any other provision of this Agreement, either Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Cox’s ability to provide service using certain technologies. Nothing in this Agreement shall limit either Party’s ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

28.15 Survival

The Parties’ obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (including, without limitation, the obligation to pay amounts owed hereunder (to include indemnification obligations) and the obligation to protect the other Party’s Proprietary Information) shall survive the termination or expiration of this Agreement.

28.16 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by this reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter.

Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

28.17 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

28.18 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

28.19 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

28.20 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28.21 Cooperation With Law Enforcement

Verizon may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by Verizon hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. Verizon shall not have the obligation to inform the Customers of Cox of such law enforcement requests, except to the extent required by Applicable Law. Verizon will inform Cox of such law enforcement requests, unless an appropriate governmental authority requests that notice to Cox be withheld, or such disclosure is otherwise inconsistent with Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing

lines, Verizon may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. Verizon will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by Verizon to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise, provided such actions or failure to act pertain solely to Verizon's efforts in cooperating with law enforcement. To the extent that such law enforcement requests may involve services provided by Cox, the above shall apply to Cox.

28.22 CLEC Certification

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Cox has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in Virginia as a local exchange carrier.

28.23 Section 252(i) Obligations

28.23.1 To the extent required by Applicable Law, Verizon shall make available without unreasonable delay to Cox any individual Interconnection, service, or Network Element arrangement contained in any agreement to which Verizon is a party that is approved by the Commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement.

28.23.2 The obligations of this section shall not apply where:

(a) The costs of providing a particular Interconnection, service, or Network Element arrangement to Cox are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement, or

(b) The provision of a particular Interconnection, service, or Network Element arrangement to Cox is not technically feasible.

28.23.3 To the extent required by Applicable Law, individual Interconnection, service, or Network Element arrangements shall remain available for use by Cox pursuant to this section for a reasonable period of time after the approved agreement is available for public inspection under section 252(f) of the Act.

28.23.4 To the extent that the exercise by Cox of any rights it may have under Section 252(i) results in the rearrangement of facilities by Verizon, Cox shall pay Verizon all nonrecurring charges associated therewith at the rates set forth in Exhibit A of the contract specified by Cox under Section 252(i). If Verizon gives notice to Cox that the rearrangement of facilities by Verizon will entail costs that Verizon would not recover under the rates set forth in Exhibit A of the contract specified by Cox under Section 252(i), the parties will negotiate Cox's reimbursement of Verizon for those costs prior to the rearrangement of facilities by Verizon.

28.23.5 If Cox wishes to exercise any rights it may have under Section 252(i), Cox shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice, the Parties shall amend this Agreement so that it provides for the same rates, terms and conditions for the interconnection, service, or network element that Cox has elected to adopt as are set forth in the interconnection agreement under which Cox has made such election (the "Other Agreement"), as well as all of the rates, terms and conditions from the Other Agreement that are legitimately related to such interconnection, service, or network element that has been adopted by Cox, in each case for the remainder of the term of the Other Agreement and in accordance with Applicable Law. If a dispute should arise under this section 28.22, the dispute resolution provisions of section 28.9 shall apply, but the intervals set forth in section 28.9 shall be shortened by 20 days.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2002.

Cox Virginia Telcom, Inc.

Verizon Virginia Inc.

By:_____

By:_____

Printed:_____

Printed:_____

Title:_____

Title:_____

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 4.1	Network Interconnection Schedule
Schedule 4.2	Interconnection Points for Different Types of Traffic
Schedule 5.6	Applicable Factors
Schedule 11.4	Access to Network Interface Device
Schedule 11.5	Unbundled Switching Elements
Schedule 11.7	Operations Support Systems

Exhibits

Exhibit A	Detailed Schedule of Itemized Charges
Exhibit B	Network Element Bona Fide Request

SCHEDULE 4.1

NETWORK INTERCONNECTION SCHEDULE

INTERCONNECTION POINTS (IPs) AS OF EFFECTIVE DATE:

LATA: 252 (NORFOLK, VA)

Verizon IP(s):	Cox IP(s):
NRFLVABS52T	NRFLVAJTDS0
NWNWVANDDS0	NWNWVACRDS0
NWNWVAHUDS0	
NWNWVAHVDS0	
HMPNVADCDS0	
VRBHVACCD0	
VRBHVAVBDS0	
HMPNVAABDS0	
NRFLVABLDS0	
NRFLVABSDS0	
NRFLVAGSCS0	
VRBHVAGNDS0	
VRBHVAILDS0	
VRBHVAIKDS0	
VRBHVAPTCG0	
VRBHVARCDS0	
NRFLVASPDS0	
NRFLVAWCDS0	
HMPNVAWDDS0	
NWNWVAYKDS0	
NWNWVAJFDS0	
HMPNVAONDS0	
CHSKVACDDS0	
PTMOVAHSDS0	
ONNCVAONDS0	
WLBBGVAWMDS0	
CHSKVADCDS0	
PTMOVAHFDS0	
CHSKVAGUDS0	
SFFLVASKDS0	

LATA: 248 (RICHMOND, VA)

Verizon IP(s):	Cox IP(s):
PRFRVAPFDS0	PRFRVAHVA
RCMDVAGRDS0	

IMPLEMENTATION SCHEDULE FOR ADDITIONAL LATAs:

LATA: _____

Verizon IP(s):	Cox IP(s):	Implementation Dates(s):

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Reciprocal Compensation Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

(a) Cox, at the Cox-IP in LATA in which the Traffic is to terminate.

(b) Verizon, at the Verizon-IP in LATA in which the Traffic is to terminate.

3. For 911/E911 traffic originated on Cox's network, at the PSAP in areas where only Basic 911 service is available, or at the Verizon 911/E911 Tandem Office serving the area in which the Cox Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

4. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.

5. For SS7 signaling originated by:

(a) Cox, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Reciprocal Compensation or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon 905).

(b) Verizon, at mutually agreed-upon SPOIs in the LATA in which the Reciprocal Compensation or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

6. For toll free service access code (e.g., 800/888/877/866) database inquiry traffic, at any Verizon Signaling Transfer Point in the LATA in which the originating Cox

Wire Center is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

7. For Line Information Database (“LIDB”) inquiry traffic, at any Verizon Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

8. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party’s network.

SCHEDULE 5.6

APPLICABLE FACTORS for Virginia

Traffic Factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	Traffic Factor 1 (%)	Traffic Factor 2 (%)
Verizon	Cox	ALL	0	98
Cox	Verizon	ALL	0	99

COX BILLING CONTACT NAME: _____

COX BILLING CONTACT NUMBER: _____

COX BILLING CONTACT ADDRESS: _____

VERIZON BILLING CONTACT NAME: _____

VERIZON BILLING CONTACT NUMBER: _____

VERIZON BILLING CONTACT ADDRESS: _____

Cox ACNA to be used when ordering Interconnections Trunks: _____

Cox CIC to be used when ordering Interconnection Trunks: _____

VERIZON ACNA to be used when ordering Interconnections Trunks: _____

VERIZON CIC to be used when ordering Interconnection Trunks: _____

SCHEDULE 11.4

ACCESS TO NETWORK INTERFACE DEVICE

1. Subject to the conditions set forth in the Agreement and at Cox's request, Verizon will permit Cox to connect a Cox loop to the deregulated inside wire of a Customer's premises through the use of a Verizon NID in the manner set forth in this Schedule 11.4. Cox may access a Verizon NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining Cox NID deployed by Cox or, if an entrance module is available in the Verizon NID, by connecting a Cox loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to the deregulated inside wire of a Customer's premises. An entrance module is available only if facilities are not connected to it. The Customer will be responsible for resolving any conflicts between service providers for access to the Customer's premises and the deregulated inside wire.

2. In no case shall Cox access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

3. In no case shall Cox access, remove, disconnect or in any other way rearrange the deregulated inside wire of a Customer's premises from Verizon's NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

4. In no case shall Cox remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

5. In no case shall Cox remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

6. Maintenance and control of deregulated inside wire is the responsibility of the Customer. Any conflicts between service providers for access to the deregulated inside wire must be resolved by the Customer.

7. When Cox is not connecting a Cox Loop to the deregulated inside wire of a Customer's premises through the Customer's side of the Verizon NID, Cox does not need to submit a request to Verizon and Verizon shall not charge Cox for access to the Verizon NID. In such instances, Cox shall comply with the provisions of Paragraphs 2-6 of this Schedule 11.4 and shall access the deregulated inside wire in the manner set forth in Paragraph 7 of this Schedule 11.4. Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Cox may access the deregulated inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of deregulated inside wire is present and environmental conditions permit, requesting carrier (i.e., Cox or Cox's agent, the building owner, or the Customer) may remove the deregulated inside wire from the Customer's side of the Verizon NID and connect that wire to Cox's NID;

(B) Where an adequate length of deregulated inside wire is not present or environmental conditions do not permit, Cox may enter the Customer side of the Verizon NID enclosure for the purpose of removing the deregulated inside wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the deregulated inside wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(C) Cox may request Verizon to make other rearrangements to the deregulated inside wire terminations or terminal enclosure on a time and materials basis to be charged to the requesting party (*i.e.* Cox, its agent, the building owner or the Customer). If Cox accesses the deregulated inside wire of the Customer's premises as described in this Paragraph 7(C), time and materials charges will be billed to the requesting party (*i.e.* Cox, its agent, the building owner or the Customer) at the rates set forth in Exhibit A.

SCHEDULE 11.5

UNBUNDLED SWITCHING ELEMENTS

Local Switching

The unbundled local Switching Elements include Line Side and Trunk Side facilities (e.g. line and Trunk Side Ports such as analog and ISDN Line Side Ports and DS1 Trunk Side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (which provides the same basic capabilities made available to Verizon's Customers, including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to routing tables, 911, operator services, and directory assistance), line and line group features (including but not limited to all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing, usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card), as well as any technically feasible customized routing functions provided by the switch.

Verizon shall offer, as an optional chargeable feature, daily usage tapes. Cox may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. Cox may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of Cox to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

Verizon shall not be required to unbundle local circuit switching for Cox when Cox serves end-users with four or more voice grade (DS0) equivalents or lines, and Verizon's local circuit switches are located in:

- (i) The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket No. 96-98, and
- (ii) In Density Zone 1, as defined in § 69.123 on January 1, 1999.

Tandem Switching

The unbundled tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches, including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features. Unbundled tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon Access Tandem for the purpose of routing a call or calls.

Packet Switching

Verizon warrants that it is not obligated to provide nondiscriminatory access to unbundled packet switching under Applicable Law. If Verizon becomes obligated to provide such access, Verizon will promptly notify Cox. The terms, conditions and prices for unbundled packet switching (including, but not limited to, the terms and conditions defining the unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). Notwithstanding the foregoing, the Parties will, upon written request, negotiate in good faith an amendment to this Agreement that includes additional terms and conditions for unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms and conditions for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law. In the absence of a Verizon UNE Tariff, prior to Verizon's provision of such unbundled packet switching, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law.

SCHEDULE 11.7

OPERATIONS SUPPORT SYSTEMS

1. VERIZON OSS SERVICES

1.1 Definitions

As used in the Schedule 11.7, the following terms shall have the meanings stated below:

1.1.1 “Verizon Operations Support Systems” means Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 “Verizon OSS Services” means access to Verizon Operations Support Systems functions. The term “Verizon OSS Services” includes, but is not limited to: (a) Verizon’s provision of Cox Usage Information to Cox pursuant to Section 1.3 below; and, (b) “Verizon OSS Information”, as defined in Section 1.1.4 below. As used in this Schedule, Verizon OSS functions include the OSS functions used for Cox’s provision of Exchange Service using Verizon’s Resale and unbundled Network Elements, as well as those OSS functions needed by Cox associated with its migration of a Customer from Verizon to Cox’s facilities-based Exchange Service, including: access to customer service records, Customer loop disconnect, Customer intercept referral, directory listings and E911 ALI database updates, as well as migration-related LNP activation.

1.1.3 “Verizon OSS Facilities” means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Cox.

1.1.4 “Verizon OSS Information” means any information accessed by, or disclosed or provided to, Cox through or as a part of VerizonOSS Services. The term “Verizon OSS Information” includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Cox Customer accessed by, or disclosed or provided to, Cox through or as a part of Verizon OSS Services; and, (b) any Cox Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, Cox.

1.1.5 “Verizon Retail Telecommunications Service” means any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term “Verizon Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.

1.1.6 “Cox Usage Information” means the usage information for a Verizon Retail Telecommunications Service purchased by Cox under this Agreement that Verizon would

record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

1.1.7 “Customer Information” means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.2 VERIZON OSS Services

1.2.1 Upon request by Cox, Verizon shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.

1.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, and in accordance with the Verizon Change Management Process then in effect, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Cox, provided, however, that Verizon shall provide notice of system or interface modification subject to section 251(c)(5) disclosure requirements. In addition, once per quarter, Verizon will provide a long term forecast covering the next six to nine months including high level estimates of when Verizon intends to release, upgrade or retires its various operational support systems. At the same time, Verizon will provide a nearer term outlook with a high level description of the items to be released in the next three to four months.

13 Cox Usage Information

1.3.1 Upon request by Cox, Verizon shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Cox Usage Information.

1.3.2 Cox Usage Information will be available to Cox through the following:

- (a) Daily Usage File on Data Tape.
- (b) Daily Usage File through Network Data Mover (“NDM”).
- (c) Daily Usage File through Centralized Message Distribution System (“CMDS”).

1.3.3.1 Cox Usage Information will be provided in a Telcordia Exchange Message Records (“EMR”) format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by Verizon.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Cox Usage Information will be provided to Cox shall be determined by Verizon.

1.4 Summary of Verizon OSS Functions

Verizon shall provide access to the following functions via Verizon OSS, and absent Verizon OSS, via Verizon Pre-OSS:

1.4.1 Pre-Ordering

For the purpose of this Schedule, pre-ordering functions shall include Cox's ability to:

- (a) view features and services available at a valid service address (as applicable);
- (b) obtain access to Verizon Customer proprietary network information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity;
- (c) reserve a telephone number (if the Customer does not have one assigned) with the Customer on-line;
- (d) obtain service availability dates for the Customer for services not subject to standard intervals;
- (e) query the status of the work request(s), which require dispatch of a Verizon Service Technician, associated with a specified service order number and circuit ID;
- (f) obtain Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA;
- (g) verify service address;
- (h) process an inquiry to qualify facilities prior to placing an order.

In addition, the Pre-ordering functions include Loop qualification information as described in Section 11.3.8

1.4.2 Ordering and Provisioning

For the purpose of this Schedule, ordering and provisioning functions shall include Cox's ability to:

- (a) submit service requests/orders using order formats as defined by the Ordering and Billing Forum (OBF) as available, or industry guidelines;
- (b) receive firm order confirmation with purchase order number, telephone number (if applicable), service order number and due date;
- (c) obtain provisioning status;
- (d) obtain service order status, including order completion date.

1.4.3 Maintenance

For the purpose of this Schedule, maintenance functions shall include Cox's ability to:

- (a) issue trouble tickets;
- (b) obtain trouble ticket status;
- (c) view trouble history;
- (d) close trouble tickets.

1.5 Access to and Use of Verizon OSS Facilities

1.5.1 Verizon OSS Facilities may be accessed and used by Cox only to the extent necessary for Cox's access to and use of Verizon OSS Services pursuant to the Agreement.

1.5.2 Verizon OSS Facilities may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.5.3 Cox shall restrict access to and use of Verizon OSS Facilities to Cox. This Schedule 11.7 does not grant to Cox any right or license to grant sublicenses to other persons, or permission to other persons (except Cox's employees, agents and contractors, in accordance with Section 1.5.7 below), to access or use Verizon OSS Facilities.

1.5.4 Cox shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through

Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Cox's use under this Schedule 11.7.

1.5.5 Without waiving its legal rights or remedies Cox shall comply with all practices and procedures established by Verizon and posted by Verizon on Verizon's website, www.bell-atl.com/wholesale for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

1.5.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Cox only in connection with Cox's use of Verizon OSS Facilities permitted by this Schedule 11.7; (c) shall be treated by Cox as Confidential Information of Verizon pursuant to subsection 28.4 of the Agreement; and, (d) shall be destroyed or returned by Cox to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

1.5.7 Cox's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Cox's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of VerizonOSS Facilities by Cox's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.4 thereof and Sections 1.5.6 and 1.6.3.3 of this Schedule 11.7.

1.6 Verizon OSS Information

1.6.1 Subject to the provisions of this Schedule 11.7 and Applicable Law, Verizon grants to Cox a non-exclusive license to use Verizon OSS Information.

1.6.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Schedule 11.7, Cox shall acquire no rights in or to any Verizon OSS Information.

1.6.3.1 The provisions of this Section 1.6.3 shall apply to all Verizon OSS Information, except (a) Cox Usage Information, (b) CPNI of Cox, and (c) CPNI of a Verizon Customer or a Cox Customer, to the extent the Customer has authorized Cox to use the Customer Information.

1.6.3.2 VerizonOSS Information may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.6.3.3 Cox shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS

Services), as “Confidential” or “Proprietary” as Confidential Information of Verizon pursuant to subsection 28.4 of the Agreement.

1.6.3.4 Except as expressly stated in this Schedule 11.7, this Agreement does not grant to Cox any right or license to grant sublicenses to other persons, or permission to other persons (except Cox’s employees, agents or contractors), in accordance with Section 1.6.3.5 below, to access, use or disclose Verizon OSS Information.

1.6.3.5 Cox’s employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Cox’s access to, and use and disclosure of, Verizon OSS Information permitted by this Schedule 11.7. Any access to, or use or disclosure of, Verizon OSS Information by Cox’s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.4 of the Agreement and Section 1.6.3.3 above.

1.6.3.6 Cox’s license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Cox to provide Telecommunications Services to Cox Customers; (b) termination of the license in accordance with this Schedule 11.7; or (c) expiration or termination of the Agreement.

1.6.3.7 All Verizon OSS Information received by Cox shall be, destroyed or returned by Cox to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.

1.6.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11.7 (including, but not limited to, subsection 22.3 of the Agreement and Section 1.7.1 below), Cox’s access to VerizonOSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.

1.6.5 Cox acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

1.7 Liabilities and Remedies

1.7.1 Any breach by Cox, or Cox’s employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above, then, except as otherwise required by Applicable Law and in accordance with Section 22.5, Verizon shall have the right, upon notice to Cox, to suspend the license to use Verizon OSS Information granted by Section 1.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.

1.7.2 Cox agrees that Verizon would be irreparably injured by a breach of Sections 1.5 or 1.6 above by Cox or the employees, agents or contractors of Cox, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.8 Relation to Applicable Law

The provisions of Sections 1.5, 1.6 and 1.7 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or VerizonCustomers provided by Applicable Law.

1.9 Cooperation

Cox, at Cox's expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:

1.9.1 Upon request by Verizon, Cox shall submit to Verizon reasonable, good faith estimates of the types of transactions or use of VerizonOSS Services that Cox anticipates.

1.9.2 Cox shall reasonably cooperate with Verizon in submitting orders and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

1.9.3 Cox shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

1.9.5 Verizon will provide technical support to Cox for its use of Verizon OSS. In addition, and in accordance with Verizon's Change Management Process, Verizon will provide immediate and direct notification to Cox in the event of customer-affecting and/or end user-affecting Verizon OSS and interface troubles or modifications. The Parties will establish interface contingency plans and disaster recovery plans for the pre-ordering, ordering, provisioning and maintenance functions.

1.10 Verizon Access to Information Related to Cox Customers

1.10.1 Verizon shall have the right to access, use and disclose information related to Cox Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS

Facilities) only to the extent such access, use and/or disclosure has been authorized by the Cox Customer in the manner required by Applicable Law, in order to permit Cox Customers to transfer service to Verizon, and for such other purposes as may be required by Applicable Law. In addition, upon obtaining such authorization from Cox's customer, Verizon shall be afforded access to applicable customer proprietary network information possessed by Cox, including: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. Ordering and trouble referral functions are also available to Verizon in a manual mode (telephone call and/or facsimile) through Cox's Customer Service Center.

2. VERIZON PRE-OSS SERVICES

2.1 As used in this Schedule 11.7, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to Cox prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to Cox. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Retail Telecommunications Services through a telephone facsimile communication, as well as the OSS functions summarized in subsection 1.4. Where Verizon OSS functions for pre-ordering, ordering or maintenance and repair processes are available via Verizon OSS, Cox will use Verizon OSS. Where Verizon OSS functions for pre-ordering, ordering or maintenance and repair processes are not available via Verizon OSS, Cox will use Verizon Pre-OSS. If Verizon Pre-OSS functions are provided, and Verizon subsequently develops Verizon OSS access for pre-ordering, ordering or maintenance and repair to be accessed via Verizon OSS for any CLEC, Verizon shall make such capability available to Cox on a nondiscriminatory basis and Cox shall use such Verizon OSS and discontinue its use of VerizonPre-OSS.

2.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change VerizonPre-OSS Services, from time-to-time, without the consent of Cox.

2.3 Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time-to-time.

2.4 The provisions of Sections 1.5 through 1.9 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.5 through 1.9 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 1.5 through 1.9 above to Verizon OSS Information shall be deemed to include information made available to Cox through Verizon Pre-OSS Services.

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in Verizon's Tariffs or, in the absence of an applicable Verizon Tariff price, in Exhibit A or, if not set forth in either, as may be determined by Verizon from time to time. If Verizon at any time offers another operations support service the prices for which are not stated in Verizon's Tariffs or Exhibit A, Verizon shall have the right to revise Exhibit A to add such prices.

4. TRAINING

4.1 Verizon shall provide Cox Verizon OSS user education classes. Classes shall be in train-the-trainer format to enable Cox to devise its own course work for its own employees. Classes will be held at Verizon's facilities. Charges will apply for each class. Schedules will be made available upon request and are subject to change, with class lengths varying.

4.2 In accordance with Verizon's Change Control Process, Verizon will provide to Cox, at no additional cost, supplemental Verizon OSS information, which may or may not be included in classroom training, needed by Cox as a result of Verizon OSS system or software version upgrades.

Exhibits

Exhibit A	Detailed Schedule of Itemized Charges
Exhibit B	Network Element Bona Fide Request

EXHIBIT A

Verizon Virginia Inc. and Cox Virginia Telcom, Inc.**DETAILED SCHEDULE OF ITEMIZED CHARGES¹****A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:**

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
I. Reciprocal Compensation Traffic Call Termination²		
Traffic Delivered at Verizon End Office	\$.000927/MOU	Not Applicable
Traffic Delivered at Verizon Tandem	\$.001590/MOU	Not Applicable
II. Unbundled Transport		
A. Dedicated Transport		

¹ Unless a citation is provided to a generally applicable Verizon Tariff, all listed rates and services are available only to Cox when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by Cox in the carriage of Toll Traffic shall be subject to Verizon's Tariffs for Exchange Access Service. Adherence to these limitations is subject to the audit provisions of this Agreement.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction

² See note 9 regarding measurement and calculation of Reciprocal Compensation Traffic Call Termination charges. See Section 5.7.7 regarding compensation for Internet Traffic.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Voice Grade/DS-0	\$9.54/Month	All: \$10.81 /Service Order
DS-1	\$35.10/Month	Connect \$4.91/ Service Order
DS-3	\$604.53/Month	Disconnect: plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order:
DDS	\$9.84/Month	
STS –1	\$ 711.65 / Month	
OC-3	\$15.23/Mile	\$216.79/Initial Facility &
	\$2250.60/Month	\$11.86/Additional Facility
	\$49.16/Mile	Connect
OC-12	\$3333.63/Month	
	\$89.82/mile	\$92.88/Initial Facility &
		\$7.27/Additional Facility
		Disconnect

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:****II. Unbundled Transport (Continued)****B. Common Transport**

Tandem Switching \$.000548/MOU

Not Applicable

Tandem-Switched Transport (Fixed) \$.000114/MOU

Not Applicable

C. Entrance Facilities

All:

Service Order Connect: \$10.81

Service Order Disconnect: \$4.91

plus installation connect and
installation disconnect charges
for each initial and additional
facility purchased at the time of
order:

2-Wire Voice Grade Channel
Termination \$13.76/Month

\$333.32/Initial &
\$192.99/Additional connect
\$55.39 Initial and \$33.02/
Additional disconnect

4-Wire Voice Grade Channel
Termination \$27.89/Month

\$441.02/Initial &
\$255.99/Additional
\$65.71 Initial and
\$39.32/Additional disconnect

DS-1 Channel Termination \$119.15/Month

Both DS-1 and DS-3 Channel
Termination:

\$489.86/Initial &
\$241.08/Additional
\$67.13 Initial and
\$32.61/Additional disconnect

DS-3 Channel Termination \$767.44/Month

Both DS1/0 and DS3/1 Muxing:

\$441.42/Initial &
\$441.42/Additional Connect

DS-1 to Voice Grade Multiplexing \$53.77/Month

\$43.66 Initial and \$43.66/
Additional disconnect

DS-3 to DS-1 Multiplexing \$185.73/Month

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:****II. Unbundled Transport (Continued)****D. Digital Cross-Connect System**

Service Establishment	Not Applicable	\$1683.85/Request
Service Disconnect	Not Applicable	\$84.06/Request
Database Modification	Not Applicable	\$134.70/Modification Request
Reconfiguration by Verizon Personnel	Not Applicable	\$29.67/Programming Charge/30 minute Increment
DS-0 Cross-Connect	\$20.03/Port/Month	Service Order : \$10.81/Connect \$4.91/Disconnect \$20.90/Port Installation \$3.37/ Port Disconnect
DS-1 Cross-Connect	\$69.95/Port/Month	Service Order : \$10.81/Connect \$4.91/Disconnect \$20.23/Port Installation \$10.12/Port Disconnect

E. Mid-Span Meet Arrangements

To be charged in accordance with the requirements of Section 4.3 of the Agreement

F. Tandem Transit**Tandem Switching****Tandem Switched Transport****.000548/Mou****NA****.000114/Mou****NA****G. Dark Fiber****TBD****TBD**

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:****III. Unbundled Switching³****A. Local Switching Ports**

POTS/PBX/Centrex

\$1.30/Port/Month

Service Order Connect:
\$10.81/orderService Order Disconnect: \$4.91
/ OrderInstallation Connect:
\$2.68/Port

ISDN (BRI)

\$6.52/Port/Month

Installation Disconnect: \$1.07

Service Order Connect:
\$10.81/OrderService Order Disconnect: \$4.91
/ OrderInstallation Connect:
\$2.68/Port

Installation Disconnect: \$1.07

ISDN (PRI)

\$81.28/Port/Month

Service Order Connect:
\$10.81/OrderService Order Disconnect: \$4.91
/OrderInstallation Connect:
\$102.13/Port

Installation Disconnect: \$1.07

III. Unbundled Switching (continued)**A. Local Switching Ports (continued)**

Public/Semi-Public

\$1.51/Port/Month

Service Order Connect:
\$10.8/OrderService Order Disconnect: \$4.91
/ OrderInstallation Connect:
\$2.68/Port

Installation Disconnect: \$1.07

³ In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, Verizon may levy upon a purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

Service or Element Description:
DID**Recurring Charges:**
\$3.63/Port/Month**Non-Recurring Charges:**
Service Order Connect:
\$10.81/OrderService Order Disconnect: \$4.91
/ OrderInstallation Connect:
\$609.88/Port

Installation Disconnect: \$1.07

IDLC/TR 008 Port

\$61.06/Port/Month

Service Order Connect:
\$10.81/OrderService Order Disconnect: \$4.91
/ OrderInstallation Connect:
\$609.88/Port

Installation Disconnect: \$1.07

Switched DS1 Port

\$188.40/Port/Month

Service Order Connect:
\$10.81/OrderService Order Disconnect:
\$4.91/Order

Installation Connect: \$2.68/Port

Installation Disconnect:
\$1.07/Port

SMDI Port

\$194.60/Port/Month

Service Order Connect:
\$10.81/OrderService Order Disconnect:
\$4.91/Order

Installation Connect: \$2.68/Port

Installation Disconnect:
\$1.07/Port

Unbundled Coin Port

\$1.51/Port/Month

Service Order Connect:
\$10.81/OrderService Order Disconnect:
\$4.91/Order

Installation Connect: \$2.68/Port

Installation Disconnect:
\$1.07/Port

Unbundled Public Access Line Port

\$1.30/Port/Month

Service Order Connect:
\$10.81/OrderService Order Disconnect:
\$4.91/Order

Installation Connect: \$2.68/Port

Installation Disconnect:
\$1.07/Port

b. Unbundled Trunk Ports

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Dedicated Trunk Port – End office	188.40	Service Order Connect: \$9.01 Installation - Initial & Additional \$493.96
Dedicated Trunk Port - Tandem	154.11	Service Order Connect: \$9.01 Installation - Initial & Additional \$493.96 Manual Intervention Surcharge (per port) \$26.56
Coordinated Port Cutover	Not Applicable	\$2.89/Port
B. Tandem Switching Usage	\$.000548/MOU	Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
III. Unbundled Switching (Continued)		
C. Local Switching Usage		
POTS Originating With Vertical Features	\$.004129/MOU	\$8.42/Service Order
POTS Terminating With Vertical Features	\$.002079/MOU	\$8.42/Service Order
ISDN Originating Digital Circuit Switched Voice	\$.001993/MOU	\$8.42/Service Order
ISDN Terminating Digital Circuit Switched Voice	\$.000859/MOU	\$8.42/Service Order
ISDN Originating Digital Circuit Switched Data	\$.001013/MOU	\$8.42/Service Order
ISDN Terminating Digital Circuit Switched Data	\$.000859/MOU	\$8.42/Service Order
D. POTS Features		
PBX	\$.000833/MOU	Both: \$8.42/Service Order
Multi-Line Hunting	\$.000001/MOU	
E. Centrex Features		
UCD	\$.000655/MOU	\$8.42/Service Order
Hunting	\$.000464/MOU	\$8.42/Service Order
Queuing	\$.000595/MOU	\$8.42/Service Order
Intercom & Features	\$.017372/MOU	\$8.42/Service Order
Attendant	\$.021223/MOU	\$8.42/Service Order
Attendant Console	\$.017200/MOU	\$8.42/Service Order
Centralized Attendant Services	\$.214070/MOU	\$8.42/Service Order
Attendant Access Code Dialing	\$.040065/MOU	\$8.42/Service Order
Automatic Route Selection	\$.000408/MOU	\$8.42/Service Order
Electronic Tandem Switching	\$.000724/MOU	\$8.42/Service Order
F. ISDN Centrex Feature		
	\$.004007/MOU	\$8.42/Service Order

IV. Unbundled Loops⁴

⁴ In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Service or Element Description:

2 Wire Analog Loops (POTS Loops)

Recurring Charges:

Density Cell:

1 - \$10.74/Month

2 - \$16.45/Month

3 - \$29.40/Month.

Non-Recurring Charges:

Service Order Connect:

\$10.81

Service Order Disconnect:

\$4.91

Installation:

If a premises visit is not required, initial & each additional loop - \$2.68

If a premises visit is required: initial loop installed on that visit: \$47.55;

Each additional loop installed on that visit: \$21.69

Installation Disconnect:

\$1.07/Loop

4 Wire Premium Loops

Density Cell:

1 - \$22.25/Month

2 - \$33.23/Month

3 - \$56.75/Month.

Service Order Connect:

\$10.81

Service Order Disconnect:

\$4.91

Installation:

If a premises visit is not required, initial & each additional loop: \$50.89

If a premises visit is required: initial loop installed on that visit: \$107.50;

Each additional loop installed on that visit \$81.63

Installation Disconnect:

\$1.07/Loop

Service or Element Description:
ISDN Loops

Recurring Charges:

Density Cell:
1 - \$12.52/Month
2 - \$18.23/Month
3 - \$31.18/Month.

Non-Recurring Charges:

Service Order Connect:
\$15.29

Service Order Disconnect: \$4.91

Installation:

If a premises visit is not required,
initial & each additional loop -
\$11.61

If a premises visit is required: initial
loop installed on that visit: \$56.48
Each additional loop installed
on that visit: \$30.62

Installation Disconnect:

\$1.07/Loop

DS-1 Loops

Density Cell:
1 - \$110.61/Month
2 - \$142.49/Month
3 - \$181.29/Month.

Service Order Connect:
\$10.81

Service Order Disconnect:
\$4.91

If premises visit not required, initial
& each additional loop - \$50.89

If a premises visit is required: initial
loop installed on that visit \$107.50;
Each additional loop installed
on that visit: \$81.63

Installation Disconnect:

\$1.07/Loop

Service or Element Description:

Customer Specified Signaling - 2-Wire

Recurring Charges:

Density Cell:

1 - \$10.74/Month

2 - \$16.45/Month

3 - \$29.40/Month.

Non-Recurring Charges:

Service Order Connect:

\$10.81

Service Order

Disconnect: \$4.91

Installation:

If a premises visit is not required, initial & each additional loop - \$50.89

If a premises visit is required: initial loop installed on that visit \$107.50;

Each additional loop installed on that visit: \$81.63

Installation Disconnect:

\$1.07/Loop

Service Order Connect:

\$10.81

Service Order

Disconnect: \$4.91

Installation:

If a premises visit is not required, initial & each additional loop - \$50.89

If a premises visit is required: initial loop installed on that visit \$107.50;

Each additional loop installed on that visit: \$81.63

Installation Disconnect:

\$1.07/Loop

Customer Specified Signaling - 4-Wire

Density Cell:

1 - \$22.25/Month

2 - \$33.23/Month

3 - \$56.75/Month.

Service or Element Description:

2 Wire ADSL compatible Loops

2 Wire HDSL compatible Loops

2 Wire SDSL compatible Loops

2 Wire IDSL compatible Loops

Recurring Charges:

Density Cell:

1 - \$10.74/Month

2 - \$16.45/Month

3 - \$29.40/Month.

Non-Recurring Charges:

Service Order Connect:

\$15.29

Service Order Disconnect:

\$4.91

Installation:

If a premises visit is not required, initial & each additional loop - \$11.61

If a premises visit is required: initial loop installed on that visit: \$56.48

Each additional loop installed on that visit:

\$30.62

Installation Disconnect:

\$1.07/Loop

4 Wire HDSL Loops

Density Cell:

1 - \$22.25/Month

2 - \$33.23/Month

3 - \$156.75/Month.

Service Order Connect:

\$10.81

Service Order

Disconnect: \$4.91

If premises visit not required, initial & each additional loop - \$50.89

If a premises visit is required: initial loop installed on that visit \$107.50;

Each additional loop installed on that visit:

\$81.63

Installation Disconnect:

\$1.07/Loop

Coordinated Cutover

Not Applicable

If premises visit not required, \$2.89/Loop

If premises visit required, \$11.74/Loop

Service or Element Description:
Standard Digital Loops

Recurring Charges:

All:
\$.40/ Mechanized Loop
Qualification per Loop
Provisioned

Non-Recurring Charges:

All:
\$93.70/ Manual Loop
Qualification per Loop
Request
\$28.18 Cooperative
Testing
\$127.28 Line Station
Transfer

2 Wire ADSL compatible
Loops (up to 12,000 feet)

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as
set forth above

2 Wire ADSL compatible
Loops (up to 18,000 feet)

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as
set forth above

2 Wire HDSL compatible
Loops (up to 12,000 feet)

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as
set forth above

4 Wire HDSL compatible
Loops (up to 12,000 feet)

See rates for 4 Wire HDSL Loops as set forth above

2 Wire SDSL compatible
Loops

See rates for 2 Wire SDSL Loops as set forth above

See rates for 2 Wire IDSL Loops as set forth above

2 Wire IDSL compatible Loops
(up to 18,000 feet)

Digital Designed Loops

2 Wire ADSL compatible
Loop (up to 12,000 feet) with
Bridged Tap removal

See rates for 2 Wire ADSL Loops as set forth above

\$177.48
Removal of one
Bridged Tap per
Request
\$430.79
Removal of Multiple
Bridged Taps per Loop
per Request
\$121.37
Engineering Query

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
		\$500.90 Engineering Work Order Charge
2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal	See rates for 2 Wire ADSL Loops as set forth above	
		\$177.48 Removal of one Bridged Tap per Request \$430.79 Removal of Multiple Bridged Taps per Loop per Request \$121.37 Engineering Query \$500.90 Engineering Work Order Charge
2 Wire Digital Designed Metallic Loop (up to 30,000 Feet) Non-loaded with Bridged Tap options	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	
		\$707.99 Required Removal of Load Coils (up to 21,000 feet) \$941.06 Required Removal of Load Coils (up to 27,000 feet) \$177.48 Removal of one Bridged Tap per Request \$430.79 Removal of Multiple Bridged Taps per Loop per Request \$121.37 Engineering Query

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
		\$500.90 Engineering Work Order Charge
2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics	See rates for 2 Wire ISDN Loops as set forth above	\$707.99 Required Removal of Load Coils (up to 21,000 feet) \$941.06 Required Removal of Load Coils (up to 27,000 feet) \$929.08 Addition of Range Electronics \$121.37 Engineering Query \$500.90 Engineering Work Order Charge
2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 2 Wire HDSL Loops as set forth above	\$177.48 Removal of one Bridged Tap per Request \$430.79 Removal of Multiple Bridged Taps per Loop per Request \$121.37 Engineering Query \$500.90 Engineering Work Order Charge

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 4 Wire HDSL Loops as set forth above	\$177.48 Removal of one Bridged Tap per Request \$430.79 Removal of Multiple Bridged Taps per Loop per Request \$121.37 Engineering Query \$500.90 Engineering Work Order Charge
2 Wire SDSL compatible Loops with Bridged Tap removal	See rates for 2 Wire SDSL Loops as set forth above	\$177.48 Removal of one Bridged Tap per Request \$430.79 Removal of Multiple Bridged Taps per Loop per Request \$121.37 Engineering Query \$500.90 Engineering Work Order Charge
2 Wire IDSL compatible Loops (up to 18,000 feet) with Bridged Tap removal	See rates for 2 Wire IDSL Loops as set forth above	\$177.48 Removal of one Bridged Tap per Request

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

\$430.79

Removal of Multiple
Bridged Taps per Loop
per Request

\$121.37

Engineering Query

\$500.90

Engineering Work
Order Charge

V. Collocation Cross-Connection

As applicable per Verizon –VA SCC Tariff No. 218 as
amended from time to time

VI. [Intentionally left blank.]**VII. Time and Materials**

Special Construction	As applicable per Verizon -VA Tariff as amended from time to time
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Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	\$6.47/Service Order \$27.35/Premises Visit \$11.74 Labor Charge/ Quarter Hour After First Quarter Hour
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Central Office Technician	Not Applicable	\$6.47/Service Order \$11.15 Labor Charge/ Quarter Hour
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X. Distribution Two Wire SubloopDensity Cell:

1 - \$7.06/Month
2 - \$11.03/Month
3 - \$11.03/Month

Service Order Connect:
\$10.81

Service Order Disconnect:
\$4.91

If premises visit not required,
initial & each additional loop -
\$2.68

If a premises visit is required:
initial loop installed on that visit
\$47.55;

Each additional loop
installed on that visit:
\$21.69

Migration

Service Order Connect:
\$8.98

Initial loop installed:\$202.11;

Each additional loop installed:
\$121.05

Distribution Four Wire Subloop

Density Cell:

1 - \$11.60/Month
2 - \$18.39/Month
3 - \$18.39/Month

Service Order Connect:

\$10.81

Service Order Disconnect:

\$4.91

If premises visit not required,
initial & each additional loop -
\$50.89

If a premises visit is required:
initial loop installed on that visit
\$107.50;

Each additional loop
installed on that visit:

\$81.63

Migration

Service Order Connect:

\$8.98

Initial loop installed:\$204.94;

Each additional loop installed:
\$133.64

Service Order Connect:

\$10.81

If premises visit not required,
initial & each additional loop -
\$50.89

If a premises visit is required:
initial loop installed on that visit
\$107.50;

Each additional loop installed on
that visit: \$81.63

Feeder DS1 Subloop

Density Cell:

1 - \$127.62/Month
2 - \$167.37/Month
3 - \$167.37/Month

Feeder DS3 SubloopDensity Cell:

1 - \$1136.08/Month
 2 - \$1136.08/Month
 3 - \$1136.08/Month

Service Order Connect:
 \$10.81

If premises visit not required,
 initial & each additional loop -
 \$50.89

If a premises visit is required:
 initial loop installed on that visit
 \$107.50;

Each additional loop installed on
 that visit: \$81.63

XII. Network Interface Device**1. Standalone NID**

2 Wire NID \$44/mo

Not Applicable

4 Wire NID \$44/mo

Not Applicable

2. DS1 NID

DC 1 \$7.32

All:
 Service Order- Connect

DC 2 \$6.67

\$6.47

DC 3 \$6.67

Service Call - Dispatch &
 one 15 minute labor \$27.35

Labor (additional 15
 Minute increments) \$11.74

XIII. Dark Fiber**1. Records Review**

\$269.83

2. Dark Fiber - IOF**a. Verizon C.O. to Verizon C.O.**

Serving Wire Center ("SWC") \$7.13

\$55.79/ Service Order

Charge/SWC/Pair

IOF Mileage/Pair/Mile \$83.47

\$41.35/Dark Fiber SWC
 Installation Charge

\$201.84/IOF Mileage
 Installation Charge per Pair

b, Verizon C.O. to CLEC C.O.

SWC Charge/SWC/Pair \$7.13

\$55.79/Service Order

Channel Termination Charge/CLEC C.O. \$92.72

\$41.35/ Dark Fiber SWC
 Installation Charge

\$332.87/IOF Channel
 Termination Installation
 Charge

3. Dark Fiber - Loop

SWC Charge/SWC/Pair	\$7.13	\$55.79/Service Order
Loop Charge/Pair:		
Density Cell 1	\$114.54	\$37.44/Installation Charge
Density Cell 2	\$171.73	
Density Cell 3	\$218.52	\$542.89/Loop Installation

4. Dark Fiber Time and Materials Charges

\$41.04/Facilities Management
Center - Planning

\$41.04/Facilities Management
Center - Design
\$40.96/OSP
Operatings/splicing - NTE
Technician

\$37.05/CO Frame - CO
Technician

XIV. EEL Loop Test Charges

2 Wire Analog - per loop	\$0.06
2 Wire Digital - per loop	\$0.06
4 Wire Analog - per loop	\$0.13
DS1 Connection Charge	\$0.54
DS3 Connection Charge	\$101.12
DDS Connection Charge	\$0.15

XV. UNE PLATFORM COMBINATIONS

Centrex Platform - New Initial	\$10.81/Service Order \$2.68/Provisioning \$47.55/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
Centrex Platform - New Additional	\$2.68/Provisioning \$21.69/Field Installation
Centrex Platform Migration - Initial	\$0.97/Service Order \$1.18/Provisioning \$47.55/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional

Centrex Platform Migration - Additional	\$1.13/Provisioning
ISDN Centrex Platform - New Initial	\$21.69/Field Installation
	\$15.29/Service Order
	\$11.61/Provisioning
	\$56.48/Field Installation
	\$4.91/Service Order
	Disconnect
	\$1.07/Installation Disconnect
	- Initial/Additional
ISDN Centrex Platform - New Additional	\$11.61/Provisioning
	\$30.62/Field Installation
ISDN Centrex Platform Migration - Initial	\$0.97/Service Order
	\$1.18/Provisioning
	\$56.48/Field Installation
	\$4.91/Service Order
	Disconnect
	\$1.07/Installation Disconnect
	- Initial/Additional
ISDN Centrex Platform Migration - Additional	\$1.13/Provisioning
	\$30.62/Field Installation
POTS/ISDN-BRI Platform New Initial	POTS: \$10.81/Service Order
	ISDN-BRI: \$15.29/Service Order
	Order
	POTS & ISDN-BRI:
	\$4.91/Service Order
	Disconnect
	\$1.07/Installation Disconnect
	- Initial/Additional
	POTS: \$2.68/Provisioning &
	C.O. Wiring
	ISDN-BRI
	\$11.61/Provisioning
	POTS: \$47.55/Field
	Installation
	ISDN-BRI: \$56.48/Field
	Installation

POTS/ISDN-BRI Platform New Additional

POTS: \$2.68/Provisioning
ISDN-BRI
\$11.61/Provisioning & C.O.
Wiring

POTS: \$21.69/Field
Installation

ISDN-BRI: \$30.62/Field
Installation

POTS/ISDN-BRI Platform Migration Initial

POTS & ISDN-BRI:
\$0.97/Service Order
\$1.18/Provisioning
POTS
\$47.55/Field Installation

ISDN-BRI: \$56.48/Field
Installation
POTS & ISDN-BRI::
\$4.91/Service Order
Disconnect
\$1.07/Installation Disconnect
- Initial/Additional

POTS/ISDN-BRI Platform Migration Additional

POTS & ISDN-BRI:
\$1.13/Provisioning
POTS:
\$21.69/Field Installation

ISDN-BRI: \$30.62/Field
Installation

Coin Platform New Initial

\$10.81/Service Order
\$2.68/Provisioning
\$47.55/Field Installation
\$4.91/Service Order
Disconnect
\$1.07/Installation Disconnect
- Initial/Additional

Coin Platform New Additional

\$2.68/Provisioning
\$21.69/Field Installation

Coin Platform Migration Initial

\$0.97/Service Order
\$1.18/Provisioning
\$47.55 /Field Installation
\$4.91/Service Order
Disconnect

	\$1.07/Installation Disconnect - Initial/Additional
Coin Platform Migration Additional	\$1.13/Provisioning \$21.69/Field Installation
Public Access Line Platform New Initial	\$10.81/Service Order \$2.68/Provisioning \$47.55/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
Public Access Line New Additional	\$2.68/Provisioning \$21.69/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
Public Access Line Migration Initial	\$0.97/Service Order \$1.18/Provisioning \$47.55/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
Public Access Line Migration Additional	\$1.13/Provisioning \$21.69/Field Installation
DS1/DID/DOD/PBX Platform New Initial	\$10.81/Service Order \$50.89/Provisioning \$107.50/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
DS1/DID/DOD/PBX Platform New Additional	\$50.89/Provisioning \$81.63/Field Installation
DS1/DID/DOD/PBX Platform Migration Initial	\$10.81/Service Order \$50.89/Provisioning \$107.50/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional

DS1/DID/DOD/PBX Platform Migration Additional	\$50.89/Provisioning \$81.63/Field Installation
ISDN PRI Platform New Initial	\$10.81/Service Order \$50.89/Provisioning \$107.50/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
ISDN PRI Platform New Additional	\$50.89/Provisioning \$81.63/Field Installation
ISDN PRI Platform Migration Initial	\$10.81/Service Order \$50.89/Provisioning \$107.50/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
ISDN PRI Platform Migration Additional	\$50.89/Provisioning \$81.63/Field Installation
POTS/ISDN BRI FX Platform New Initial	\$15.29/Service Order \$11.61/Provisioning \$56.48/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
POTS/ISDN BRI FX Platform New Additional	\$11.61/Provisioning \$30.62/Field Installation
POTS/ISDN BRI FX Platform Migration Initial	\$0.97/Service Order \$1.18/Provisioning \$56.48/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
POTS/ISDN BRI FX Platform Migration Additional	\$1.13/Provisioning \$30.62/Field Installation

DS1/DID/DOD/PBX FX Platform New Initial	\$10.81/Service Order \$50.89/Provisioning \$107.50/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
DS1/DID/DOD/PBX FX Platform New Additional	\$50.89/Provisioning \$81.63/Field Installation
DS1/DID/DOD/PBX FX Platform Migration Initial	\$10.81/Service Order \$50.89/Provisioning \$107.50/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
DS1/DID/DOD/PBX FX Platform Migration Additional	\$50.89/Provisioning \$81.63/Field Installation
ISDN PRI FX Platform New Initial	\$10.81/Service Order \$50.89/Provisioning \$107.50/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
ISDN PRI FX Platform New Additional	\$50.89/Provisioning \$81.63/Field Installation
ISDN PRI FX Platform Migration Initial	\$10.81/Service Order \$50.89/Provisioning \$107.50/Field Installation \$4.91/Service Order Disconnect \$1.07/Installation Disconnect - Initial/Additional
ISDN PRI FX Platform Migration Additional	\$50.89/Provisioning \$81.63/Field Installation

VIII. Signaling and Databases**A. STP Port**

Access Link (incl. one end)	\$4.93/Month	\$10.81 /Service Order Connect \$4.91/ Service Order Disconnect: plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order: \$135.01/Initial Facility & \$11.86/Additional Facility Connect \$92.88/Initial Facility & \$7.27/Additional Facility Disconnect \$81.77/port
STP Port Termination	\$458.70/Month	

B. 800/888/877/866 Database

Basic Query	\$.000658/Query	Not Applicable
Vertical Query	\$.000181/Query	Not Applicable

C. LIDB Validation

LIDB Point Codes	Not Applicable	\$80.93/Point Code
Calling Card	\$.0153/Query	Not Applicable
Billed Number Screening	\$.0153/Query	Not Applicable
Storage of Cox's Data in LIDB	Not Applicable	\$1,381.66/ Service Establishment/ Request

D. AIN Service Creation (ASC) Service**1. Developmental Charges**

Service Establishment	Not Applicable	\$878.23/Request
Service Creation Access Port	\$136.14/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	\$1,266.13/Day	Not Applicable
b. On-Premise	\$1,266.13/Day	Not Applicable
Certification & Testing	\$76.49/Hour	Not Applicable
Help Desk Support	\$80.95/Hour	Not Applicable

2. Service Charges

Subscription Charge	\$.96/Month	Not Applicable
Database Queries		

a. Network Query	\$.0006/Query	Not Applicable
b. Cox Network Query	\$.0006/Query	Not Applicable
c. Cox Switch Query	\$.0006/Query	Not Applicable
Trigger Charge		
a. Line Based	\$.00042/Query	Not Applicable
b. Office Based	\$.00042/Query	Not Applicable
Utilization Element	\$.00031/ACU	Not Applicable
Service Activation Charge		
a. Network Service Activation	Not Applicable	\$5.52/Service Order/Line
b. Cox Network Service Activation	Not Applicable	\$5.52/Service Order/Line
c. Cox Switch Service Activation	Not Applicable	\$5.52/Service Order /Line
Service Modification		
DTMF Update	\$.10/Occurrence	Not Applicable
Switch Based Announcement	\$.00318/ Announcement	Not Applicable

VIII. Directory Listings & Books**Primary Listings**

No Charge

Additional Tariffed Listing Services

Per applicable Tariff (including, but not limited to, Verizon -VA SCC 203 sec. 3 as amended from time to time)

Per applicable Tariff (including, but not limited to, Verizon -VA SCC 203 sec. 4 as amended from time to time)

Retail Rates less Wholesale Discount

Retail Rates less Wholesale Discount

Books & delivery (initial and annual home area directories only)

No charge for normal numbers of books delivered to end users; bulk deliveries to Cox per separate arrangement

IX. Operator Services/Directory Assistance

Carrier to Carrier LSV/VCI Request

\$.010475/Operator Work Second

Not Applicable

X. Access to Operation Support Systems**A. Pre-Ordering**

\$.24/Query

Not Applicable

B. Ordering

\$3.83/Transaction

Not Applicable

C. Provisioning

Included in Ordering

Not Applicable

**D. Maintenance & Repair
EB/OSI Access**

\$1.16/Trouble Ticket

Not Applicable

E. Billing

1. CD-ROM	\$245.05/CD-ROM /Month	Not Applicable
2. Daily Usage File		
a. Existing Message Recording	\$.000246/Message	Not Applicable
b. Delivery of DUF		
Data Tape	\$20.05/Tape	Not Applicable
Network Data Mover	\$.000093/Message	Not Applicable
CMDS	\$.000093/Message	Not Applicable
c. DUF Transport		
Communication Ports		
9.6 kb Communications Port	\$116.83/Month	Not Applicable
56 kb Communications Port	\$483.91/Month	Not Applicable
256 kb Communications	\$804.90/Month	Not Applicable
Port		
T1 Communications Port	\$2,872.12/Month	Not Applicable
Port Maintenance		
9.6 kb Communications Port	\$10.17/Month	Not Applicable
56 kb Communications Port	\$28.08/Month	Not Applicable
256 kb Communications	\$28.08/Month	Not Applicable
Port		
T1 Communications Port	\$356.61/Month	Not Applicable
d. CABS Billing		
CABS Billing per Bill Entry	\$.000108/Bill Entry	Not Applicable
3. Computer Processing Usage		
(CPU) per Customer		
Data Transmission (CMDS and Tape)	\$1.18/Customer	Not Applicable
Line Installation	\$1.18/Customer	Not Applicable
Network Control Program	\$1.18/Customer	Not Applicable
Coding		
Port Set Up	\$.18/Customer	Not Applicable

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:****XI. Exchange Access Service**

Interstate

Intrastate

Per Verizon-FCC Tariff No. 1 as amended from time to time

Per Verizon- VA S.C.C.-Va. – No. 217 as amended from time to time

XII. Number PortabilityService Provider Number Portability
Database ServiceService Provider Number Portability Database Service shall be
charged at rates found in the Verizon - FCC Tariff No. 1 as amended
from time to time**XIII. 911/E911**

Transport

Per section II. Above

Data Entry and Maintenance

No Charge

XIV. Poles Conduits & ROW

Per contract rates pursuant to 47 U.S.C. sec. 224

Illustrative:

Duct: \$4.50/Foot/Year

Pole: \$3.81/Attachment/Year

XV. Network Interface Device

\$.44/mo

Not Applicable

**XVI. Access to Telephone Numbers (NXX
codes issued per ICCF Code
Administration Guidelines)**

No Charge

XVII. Local Dialing Parity

No Charge

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XVIII. Customized Routing		
Customized Routing	\$.12085/Line \$.06043/Call	Not Applicable
Customized Routing Transport		Per section II above.
XIX. Wholesale Discount for Resale of Retail Telecommunications Services⁵		
Resale of retail services if Cox provides own operator services platform	21.30%	
Resale of retail services if Cox uses Verizon operator services platform	18.50%	

⁵ Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the Resale section of the Agreement the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and Verizon in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to Verizon for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to Verizon.

In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.html> for former Bell Atlantic service areas.

B. COX SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
I. Reciprocal Compensation Traffic Call Termination⁶		
Traffic Delivered at Cox End Office	\$.000927/MOU	Not Applicable
Traffic Delivered at Cox Tandem Switch	\$.001590/MOU	Not Applicable
II. Number Portability		
Service Provider Number Portability Database Service	Service Provider Number Portability Database Service shall be charged at rates found in the FCC exchange access Tariff as amended from time to time..	
III. Exchange Access Service		
Interstate	Per Cox FCC exchange access Tariff as amended from time to time.	
Intrastate	Per Cox VA exchange access Tariff as amended from time to time.	
IV. Signalling and Databases		
A. STP Port Access Link	\$4.98/month	\$10.81/Service Order Connect \$4.91/Service Order Disconnect Plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order: \$135.01/Initial Facility & \$11.86/Additional Facility Connect. \$92.88/Initial Facility & \$7.27 Additional Facility Disconnect
B. STP Port Termination	\$458.70/Month	\$81.77/Port

⁶ See note 9 regarding measurement and calculation of Reciprocal Compensation Traffic Call Termination charges. See Section 5.7.7 regarding Compensation for Internet Traffic.

VI. Billing Record Exchange (e.g., MPB, 800, etc.)

Per record processed (EMR Format)	\$0.004103	NA
Per record transmitted	\$0.000118	NA
Per tape/cartridge	\$20.12	NA

VII. Manual CPNI, Ordering and Trouble Referral Transactions

NA	\$7.50 Labor Charge/Quarter Hour
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VIII. Mid-Span Meet Arrangements

To be charged in accordance with the requirements of Section 4.3 of the Agreement.

IX. Carrier to Carrier LSV/VCI Request

\$0.75 per query
 \$\$1.55 per interrupt

X. All Other Cox Services Available to Verizon for Purposes of Effectuating Local Exchange Competition

Available at Cox's tariffed or otherwise generally available rates.

**XI. Other Services
Information Service Billing Fee**

\$0.03 per call	No Charge
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Note 9

Reciprocal Compensation Traffic Call Termination Rates

A. Charges by Verizon

- (a) Traffic delivered to or Verizon Access Tandem: \$.001590 per MOU.
- (b) Traffic delivered directly to terminating Verizon End Office: \$.000927 per MOU.

B. Charges by Cox

1. Single-tiered interconnection structure:

Cox's rates for the termination of Verizon's Reciprocal Compensation Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

Access Tandem Minutes = Total minutes of use of Reciprocal Compensation Traffic delivered by Cox to the Verizon Access Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Reciprocal Compensation Traffic delivered by Cox directly to the terminating Verizon End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Reciprocal Compensation Traffic delivered by Cox to Verizon for most recent billed quarter.

Cox Charge at the Cox-IP =

$$\frac{(\text{Access Tandem Minutes} \times \$0.001590) + (\text{End Office Minutes} \times \$0.000927)}{\text{Total Minutes}}$$

For the first year after the Effective Date, the Cox charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of local call termination trunks to Verizon End Offices and to Verizon Access Tandems.

2. Multiple-tiered interconnection structure (if offered by Cox to any carrier)

- (a) Reciprocal Compensation Traffic delivered to Cox Access Tandem: \$.001590/ MOU
- (b) Reciprocal Compensation Traffic delivered to terminating Cox End Office/node: \$.000927/ MOU

C. Miscellaneous Notes

- 1. The Cox termination rate under the single-tiered interconnection structure set forth above is intended to be a Reciprocal Compensation Traffic call termination rate for Interconnection to the Cox-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by Verizon to Cox under the two-tiered Reciprocal Compensation Traffic call termination rate structure described above that will apply after the first anniversary of the Effective Date. The single Cox termination rate is also intended to provide financial incentives to Cox to deliver traffic directly to Verizon's terminating End Offices once Cox's traffic volumes reach an appropriate threshold.

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

1. Verizon shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

3. Cox may cancel a Network Element Bona Fide Request at any time, but shall pay Verizon's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, Verizon shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, Verizon shall provide to Cox a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that Verizon will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If Verizon determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from Cox. When it receives such authorization, Verizon shall promptly develop access to the requested Network Element, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the Network Element Requested must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, Verizon shall provide to Cox a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, Cox must either accept or reject such quote. If Cox rejects such quote, it may seek arbitration by the Commission pursuant to Section 252 of the Act. If Cox accepts such quote, then the Parties shall negotiate in good faith any additional terms and conditions regarding Verizon's provision of the Network Element that are not included in or inconsistent with the Network Element Bona Fide Request quote. Verizon may, but is not required to, provide such Network Element under the terms, conditions and prices (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are set forth in an applicable tariff of Verizon (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, prior to Verizon's provision of such Network Element, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 or 252 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.